

GENERAL

1.0. ***SCOPE***

This chapter consolidates procedures relating to claims adjustments and recoupments. See Section 3 for procedures for recovery of funds.

2.0. ***APPLICABLE STATUTES***

2.1. ***The Federal Claims Collection Act (FCCA) (31 U.S.C. 3701 et seq.)***

The Federal Claims Collection Act (FCCA) (31 U.S.C. 3701 et seq.) provides authority for the collection of non-financially underwritten fund recoupments. The FCCA was enacted to avoid unnecessary litigation in collecting debts owed to the United States. This statute, implemented by joint regulations of the Department of Justice and the General Accounting Office, requires federal agencies to attempt collection of all federal claims of the United States arising from their respective activities. Under this act, TRICARE Management Activity (TMA) is required to make necessary claims adjustments and initiate recoupment actions for erroneous payments, when government funds are involved.

2.2. ***The Federal Medical Care Recovery Act (FMCRA) (42 U.S.C. 2651-2653)***

Provides for the recovery of the costs of medical care furnished by the United States to a person suffering a disease or injury caused by the action or negligence of some third person. See paragraph 7.2. below.

3.0. ***APPLICATION***

The procedures which follow are for guidance and compliance by the contractor in the processing of adjustment claims and the recoupment of funds which have been incorrectly disbursed as underpayments or overpayments for whatever reason. Also included are procedures for correcting and making proper and timely disbursements when an underpayment is determined to exist and for processing claims for prescriptions dispensed for claims relating to injuries where third party liability may be involved.

4.0. ***ERROR CORRECTION***

The contractor shall correct all erroneously processed claims. The required corrective actions may include making additional payments of \$1.00 or more, adjusting deductibles and cost-shares, adjusting amounts applied toward the catastrophic cap, recouping overpayments and correcting TED records. When a claim is adjusted, the contractor shall coordinate with the Pharmacy Data Transaction Service (PDTS) to query DEERS Deductible and Catastrophic Cap Data (DDCD) and apply deductible and cap updates. Do not review

any intervening claims processed between the initial claim and the adjustment for the purpose of adjusting deductible or cap amounts. Based on contractor provided data, adjusted or corrected TED records will be submitted by PDTS in accordance with the TRICARE Systems Manual. The original Internal Control Number (ICN) will normally be used to make any adjustments to a processed claim, but there are exceptions.

5.0. *TIME LIMITATIONS ON REQUESTS FOR ADJUSTMENTS*

(Applies to all non-network claims; for network claims, it applies only to beneficiary submitted claims.) Acceptance of a request for an adjustment to a processed claim is subject to the time limitation guidelines below: (These guidelines do not apply to required adjustments identified by the contractor, TMA or an audit agency.)

5.1. *Timely Filing One Year From Date of Prescription Fill*

Beneficiary requested adjustments must be received by the contractor no later than one year from the date of prescription fill.

5.2. *90-Day Rule*

A request for a reconsideration must be received by the contractor within 90 calendar days from the issue date of the letter to the beneficiary explaining the contractors decision relating to the request for adjustment. Examples include the claimant providing additional information about a service or supply already processed (paid or denied) or the claimant's questioning the accuracy of processing. This does not include claims denied at 35 days for failure to provide requested information. Requested information must be received by December 31 of the year the information was requested, or within 90 calendar days of the request for the information, whichever is later.

5.3. *Statute Of Limitations*

Requests for adjustments which do not fall into the above categories must be mailed within nine months (with an additional 10-day grace period) of the date of the prescription fill. Examples include the refiling of a claim after a retroactive eligibility determination or the report of nonreceipt of a benefit check.

6.0. *VOLUNTARILY RETURNED OR REFUNDED PAYMENTS*

Occasionally, benefit payments will be returned to the contractor on a voluntary basis separate from any recoupment action.

6.1. *Reasons For Voluntary Refunds*

- Payment unwanted
- Amount of payment questioned
- Overpayment
- Incorrect payee

6.2. *Disposition Of Voluntary Refunds*

The contractor shall determine handling procedures for checks in accordance with its corporate procedures, provided generally accepted accounting procedures are used. Refunds will be deposited into applicable bank accounts (See Section G.1.1.1) and information will be provided to PDTS to create credit TEDS.

6.3. *Disposition of Returned Checks*

If payment is confirmed as accurate and the check is still negotiable, the contractor shall return it to the correct payee within five workdays of receipt. In all returned check cases the correct payee must be expeditiously identified and paid. Some special procedural requirements are:

- Research the accuracy of the payment and payee.
- Handle underpayment situations in accordance with Section 2.
- Handle overpayment recovery situations in accordance with Section 3.

7.0. *THIRD PARTY LIABILITY*

7.1. *Government's Right to Recover Medical Costs*

The following statutes provide the basic authority for the recovery of medical costs incurred as a result of "Third Party Liability."

7.2. *The Federal Medical Care Recovery Act (FMCRA) (42 U.S.C. 2651-2653)*

Provides for the recovery of the costs of medical care furnished by the United States to a person suffering a disease or injury caused by the action or negligence of some third person. Under this act, the United States has a right to recover the reasonable value of the care and treatment from the person(s) responsible for the injury. For TRICARE beneficiaries, this includes care that may be received by the beneficiary at a Uniformed Services facility or under TRICARE, or both. The FMCRA applies only to illness or injury (including work-related injuries) caused by a third party, either intentionally or negligently, or injuries caused by a third party's failure to act when a duty to act could be implied.

EXAMPLE: A beneficiary is injured as a result of an automobile accident caused by another person and the beneficiary's medical care is paid for by TRICARE. Under this Act, the Government may recover the amounts paid by TRICARE from the negligent party.

7.3. *Other Statutory Authority*

The cost of medical care required as a result of the injured party's own conduct would not be recoverable under the FMCRA; however, other provisions of law often permit recovery by the Government under some insurance contracts, as set forth in Section 3, paragraph 8, Federal claims may also arise for the recovery of medical costs under the following kinds of authorities:

- State worker's compensation laws
- State hospital lien laws
- "No-fault" automobile statutes
- Contract rights under terms of insurance policies

7.4. ***Contractor Responsibility***

Upon receipt of a request from TMA, TRICARE Managed Care Support Contractor, or a Government Claims Office (see Addendum B for a listing of Government Claims Offices), the contractor will provide the following information: (1) patient information (name, address, phone number), (2) Sponsor information (name, SSN), (3) claim record that includes, prescription number(s), date(s) filled, provider number(s), pharmacy name(s) and location(s), drug name(s) and total TRICARE payment (include amount billed, amount allowed, co-pay amount, deductible) for each prescription. This information shall be provided within 5 working days from the date of the request. Information may be transmitted in hard copy or electronic format to the requestor. This claim record format must be approved by the the Office of General Counsel. After receiving notification that a potential third party liability claim exists, the contractor will flag the record so that future claims relating to the same accident/injury/episode of care can be identified. The contractor will forward the claim records for claims identified later to the cognizant office, i.e., TMA, TRICARE Managed Care Support contractor or Government Claims Office. Records will be forwarded within 15 working days of the date they are identified.

UNDERPAYMENTS

1.0. CAUSES OF UNDERPAYMENTS

An underpayment adjustment may be required as a result of:

- An incorrect or incomplete billing
- An erroneous calculation of the allowable amount or inadequate information being submitted regarding complexities in a case.
- Erroneous coding of pharmaceuticals or supplies or inaccurate or incomplete description of the pharmaceuticals or supplies provided.
- Erroneous calculation of the cost-shares or application of excess deductible.
- Reversal of a denial of payment for an authorized pharmaceutical.
- or supply provided to an eligible beneficiary.
- Retroactive eligibility determinations on previously denied claims.
- Timely filing exceptions for previously denied items; or payment was not received by the correct payee because of such circumstances as issuance to an incorrect payee, incorrect address or payee moved without leaving a forwarding address or the check was cashed by other than the payee.

2.0. PROCEDURES FOR DISPOSITION OF UNDERPAYMENT CASES

The correction of most underpayments is readily handled by determining the correction required, calculating the added amount, making appropriate changes to the Beneficiary profile, the TRICARE Encounter Data (TEDs) and issuing a check, if necessary, with an explanatory letter. For correction of reports of non-receipt of payment, see below. The contractor shall ensure that PDTS is properly updated so that an adjusted TED record may be submitted.

3.0. DISPOSITION OF NON-RECEIPT OF PAYMENT REPORTS

3.1. If the contractor receives a report that a payee has not received payment, it shall determine if the check has been negotiated, voided, or stale-dated. If payment was negotiated by other than the appropriate payee, and the report of non-receipt was received by the contractor within six years of the date the services or supplies were provided, the contractor shall handle the case as a possible forgery in accordance with the fraud provisions of the contract. Reissued checks will follow the procedures for manual checks in Section G.1.1.5.4. When forged amounts are collected, the contractor must notify CRM.

SECTION 2
UNDERPAYMENTS

3.2. If the check has not been negotiated the contractor shall take immediate steps to replace the check if more than 30 days have elapsed since the issue date.

3.3. If it is not a contractor issued check, refer the case to the contractor handling the case, or if there is no appropriate contractor, refer the case to Recoupments Division, TMA. Notify the sender of the action being taken, sending a copy of the notice with all available information to the contractor.

3.4. If the check is stale-dated, the contractor shall reissue the check to the appropriate payee, if notice of non-receipt was received within six years following the date of service or delivery of supply.

3.5. If the check has been returned as undeliverable and voided, reissue payment whenever new information; e.g., corrected address, is received which has the potential for leading to successful delivery. The reissue must be accomplished within six years from the date the services or supplies were provided.

CLAIMS ADJUSTMENTS AND RECOUPMENTS

OVERPAYMENTS RECOVERY

1.0. CAUSES OF OVERPAYMENTS

The occurrence of any of the following circumstances may result in an erroneous payment and a requirement for recoupment action. (This list is not intended to be all-inclusive).

- Erroneous calculation of the allowable charge
- Erroneous NDC coding
- Erroneous calculation of the cost-share or deductible
- Duplicate payment
- Incorrect payee
- Payment by other insurance
- Erroneous billing
- Patient not eligible
- Unauthorized provider
- Noncovered service or supply
- Service not actually received
- Services not medically necessary

2.0. DETERMINATION OF LIABILITY FOR OVERPAYMENT

The general rule for determining liability for overpayment is that the person/pharmacy that received the erroneous payment is responsible for the refund.

3.0. PHARMACY LIABLE

Overpayment refunds shall be sought from the pharmacy who received the incorrect payment in the following situations:

- 3.1. The pharmacy furnished erroneous information or failed to disclose facts that the pharmacy knew or should have known were relevant to payment of the benefit. (Refer to the fraud provisions of the contract.)
- 3.2. The payment was based on an amount in excess of that allowable.
- 3.3. The pharmacy received and retained duplicate TRICARE payments.
- 3.4. The pharmacy turned a duplicate TRICARE payment over to the beneficiary.
- 3.5. The overpayment was due to a mathematical or clerical error; e.g., an error in calculation of overlapping or duplicate bills. Mathematical error does not include a failure to

properly assess the deductible. Where a pharmacy has been incorrectly paid a deductible, the pharmacy shall be deemed to be without fault and any required recovery shall be sought from the beneficiary.

3.6. The pharmaceuticals or supplies were not received by the beneficiary, or there is no documentation to substantiate that the pharmacy provided the pharmaceuticals or supplies claimed. (See contract fraud provisions, if fraud is suspected.)

3.7. The pharmaceuticals or supplies were furnished by an unauthorized pharmacy.

3.8. The beneficiary and the pharmacy were paid for the same pharmaceuticals or supplies and the beneficiary turned his or her payment over to the pharmacy.

3.9. The TRICARE payment was made to the pharmacy and a primary health insurance plan also made a payment to the pharmacy or beneficiary for the same pharmaceuticals or supplies, and the combined payments exceed the lower of the amount remaining after the double coverage plan has paid its benefits or the amount TRICARE would have paid as primary payor.

3.10. The payment was made to the wrong pharmacy. In such cases, the contractor shall issue payment to the correct payee and concurrently initiate recoupment action against the erroneously paid pharmacy. The contractor shall not postpone issuing payment to the correct pharmacy pending completion of the recoupment.

3.11. A payment was made to the pharmacy that should have been made to the beneficiary. In such cases, the contractor shall issue payment to the beneficiary and concurrently initiate recoupment action against the erroneously paid pharmacy. The contractor shall not postpone issuing payment to the beneficiary pending completion of the recoupment.

3.12. The patient was not eligible at the time the pharmaceuticals or supplies were provided and the pharmacy did not rely on the DEERS eligibility response provided.

3.13. The patient had OHI primary to TRICARE.

3.14. The overpayment was for noncovered pharmaceuticals or supplies.

4.0. ***BENEFICIARY LIABLE***

Erroneous payment refunds shall be sought from the beneficiary in the following situations:

4.1. The overpayment was caused by incorrect application of the deductible or cost-share.

4.2. The patient was not an eligible beneficiary at the time services were provided and the payment was made to a pharmacy based on erroneous eligibility data provided by the Government from the Defense Enrollment Eligibility Reporting System (DEERS). The pharmacy may retain the payment as a good faith payment. The contractor shall monitor and

report recoupment efforts to the contracting officer for cases in which a Good Faith Payment is granted in this section.

4.2.1. For claims that were paid for a patient who had lost eligibility because he or she was Medicare eligible under age 65 who did not have Medicare Part B, a good faith payment may be authorized without requiring the contractor to attempt to collect from the beneficiary. If a Medicare eligible beneficiary, under age 65 claims that he or she was not aware of his/her loss of eligibility, the contractor will refer the matter to BPS, TMA-Aurora, CO, ATTN: Good Faith Payment Consideration. The file shall include a claim record with the following information: (1) patient information (name, address, telephone number), (2) Sponsor information (name, SSN) (3) prescription number(s), date(s) filled, pharmacy name(s) and location(s), provider number(s), drug name(s) and total TRICARE payment for each prescription (4) evidence of the patient's ineligibility and (5) documentation of all contractor contacts with the provider and patient. If BPS determines a good faith is authorized they will notify the patient that claims have been authorized up to a specific date (normally 5 working days from the date of the notice) and inform the patient that he or she must enroll in Medicare Part B during the next Medicare open enrollment period.

4.3. The TRICARE payment was made to the beneficiary and his or her primary health insurance plan made a payment for the same pharmaceuticals or supplies.

4.4. The TRICARE payment was made to the beneficiary instead of the pharmacy. The contractor shall immediately issue payment to the pharmacy and concurrently take recoupment action against the beneficiary.

4.5. Any instance where the erroneous payment was made directly to the beneficiary, except paragraph 3.8.

5.0. ***OVERPAID PARTY IS DECEASED***

If the contractor determines that liability for an overpayment rests with a beneficiary or self-employed pharmacist who is deceased, the contractor shall seek recoupment of the overpayment from the estate of the deceased person. The procedures described in this section shall be followed.

6.0. ***OVERPAYMENTS RESULTING FROM ALLEGED MISINFORMATION***

An allegation by a patient or pharmacy that information obtained from a health benefits advisor, contractor, or other party caused the overpayment does not alter the liability for the overpayment nor is it grounds for termination of recoupment activity.

7.0. ***DENIAL OF BENEFITS PREVIOUSLY PROVIDED***

In those instances where TMA clarification, interpretation, or a change in the TRICARE Regulation results in denial of pharmaceutical or supplies previously covered, no action need be taken to recover payments expended for these benefits prior to the date of such clarification or change, unless specifically directed by TMA.

8.0. *DOUBLE COVERAGE SITUATIONS - PRIMARY HEALTH INSURANCE PLAN LIABLE*

A “Primary Plan,” under TRICARE Law and Regulation is any other health insurance (OHI) coverage the patient has, except Medicaid (Title XIX) or a supplement plan which is specifically designed to pay only TRICARE deductibles, coinsurance and other cost-shares. The liability for refunding overpayments in all double coverage situations shall rest with the primary health insurance plan. Where that plan has not already made its benefit payment to the beneficiary or pharmacy, the contractor shall attempt recoupment directly from the primary plan in such cases. If the other plan has made payment, then the TRICARE payment shall normally be recouped from the party to whom payment was made by TRICARE.

8.1. *Computation of TRICARE Payment*

For the purposes of determining the amount of the overpayment, use the computation below:

In double coverage situations, the TRICARE contractor will pay the lower of:

- a. The amount remaining after the double coverage plan has paid its benefits; or
- b. The amount TRICARE would have paid as primary payor.

The contractor shall not pay more as a secondary payor that it would have in the absence of other coverage. Where a pharmacy has a negotiated (discounted) rate agreement with the other health insurer, the pharmacy shall never receive payments from all sources that total more than the negotiated rate. TRICARE, as a second payor, cannot reimburse charges for any pharmaceuticals or supplies which are not otherwise covered under the program. TRICARE benefits cannot be paid for pharmaceuticals or supplies received prior to TRICARE eligibility. The application of double coverage provisions does not extend or add to the usual TRICARE payment amounts.

Automobile liability insurance, no fault insurance, worker’s compensation programs or plans, homeowners’ insurance or any other similar third party payers are not double coverage plans and do not require development for coverage or payment of any services on claims submitted to TRICARE for claims with potential Third Party liability. However, any payments made by such a program which are identifiable on the face of the claim without development and are not clearly designated for a purpose other than for reimbursement of medical expenses shall be treated as double coverage provisions when the contractors process the claim.

9.0. *PROCEDURES FOR RECOUPMENT OF OVERPAYMENTS*

For the purpose of determining the amount of the overpayment in a particular case, the contractor shall include all claims overpaid for the same reason/case/episode of care. All research required to establish the existence of a debt shall be accomplished and the initial demand letter shall be issued within 30 days from the date that a potential recoupment action is identified or notification is received that an erroneous payment has been made. (See sample letters Addendum A, Figure A-1 and Figure A-2.) The contractor shall ensure that all

demand letters are sent to the correct debtor at the most current address on file, i.e., beneficiary profile file, pharmacy file, claims history, etc. When letters are returned by the post office the forwarding address shall be obtained and letters that are returned shall be reissued to the new address. For any recoupment case involving a large number of claims having low dollar overpayments, the contractor may request a waiver to the claim adjustment requirements on a case by case basis. Such requests are to be sent to the Chief, Recoupment Division, TMA.

10.0. *ERRONEOUS PAYMENTS RESULTING FROM INCORRECT ASSESSMENT OF THE DEDUCTIBLE*

10.1. If a contractor erroneously calculates the deductible and the error is discovered within the same fiscal year as the one in which the error was made, the error shall be corrected by properly assessing the deductible on the next claim or claims. No recoupment notice needs to be given if the deductible can be collected within the fiscal year in which the error was made.

10.2. If the deductible cannot be collected in the same fiscal year in which the error was made, the contractor shall initiate recoupment action in accordance with this chapter, regardless of the amount owed by the beneficiary, as a result of the erroneous calculation of the deductible.

11.0. *OVERPAYMENTS TOTALING LESS THAN \$30*

The contractor shall take no recovery action when the total number of overpayments to a single payee is less than \$30.

12.0. *OVERPAYMENTS TOTALING \$30 OR MORE*

The contractor shall take the following recovery actions when the overpayment resulted from reasons other than failure to properly assess the deductible and the overpayment totals \$30 or more.

13.0. *OTHER THAN NETWORK PHARMACIES*

13.1. When an initial request for refund is sent, flag the record of the overpaid party for possible future offset action and suspend payment on a sufficient number of current claims to satisfy the amount of the debt.

13.2. Such claims may be processed to the point of payment to expedite finalizing when the refund payment is received. If the debtor on the claim in question is other than a network pharmacy, a system flag shall be set for future offset action.

13.3. If the refund request is unsuccessful after 30 days from the date of the request, offset against any claims suspended during the 30 days as required in this section. Offset can be made against any claim or claims on which payment(s) would be made to the previously overpaid party, irrespective of who is the patient on the claim from which offset is taken. For example, where benefit payments have been made to either parent on behalf of a minor child; i.e., under 18 years of age, unless one parent has been named the custodial parent in a divorce decree, both parents are responsible for those debts and offset may be taken against

claims of either parent. However, an offset may not be taken against a sponsor for debts of the spouse or against a spouse for debts of the sponsor. If the overpayment is offset, prepare a letter of explanation for each claim against which offset was made and send a notice to the overpaid party explaining the overpayment and the offset action (see sample letter, Figure A-4). Attach a copy of the claim record specified in Section 1, paragraph 7.4, specifying the amount being offset.

14.0. NETWORK PHARMACIES

Within 30 days of identifying an overpayment, send a written request for refund to the overpaid party. At the same time, the beneficiary shall be notified in writing, that a recoupment action has been initiated against the rendering pharmacy. This letter shall identify the beneficiary's specific claims included in the recoupment action. The letter shall advise the beneficiary that no response is required and refer the beneficiary to the Beneficiary Service Representative (BSR) if they have further questions. (See sample letter, Figure A-3.) No offset flag is set at this point in the recoupment process (see paragraph 14.2.2.).

14.1. Account Balance \$30 To Less Than \$600

If the initial refund request is unsuccessful and there are insufficient funds available for a full offset send a follow-up letter 30 calendar days from the date of the initial letter. All follow-up requests shall include a copy of the original refund request and will notify the overpaid party that unless arrangements for refund are made with the contractor within 30 days from the date of the follow-up request, an attempt shall be made to offset against future claims. (See instructions in paragraph 14.2.2. and the sample letters, Figure A-5 and Figure A-7). See Section G of the contract. If there are one or more additional active recoupment cases against the same debtor and the total outstanding debt for all active recoupment cases is \$600 or more, all cases shall be consolidated and referred to the Recoupment Division, TMA, regardless of the age of the cases. A credit adjustment will be submitted to include all amounts recouped up to the point of referral. The offset flag shall be removed when the cases are transferred. Documentation shall be included in the recoupment case file that the offset flag has been removed. The documentation may be a copy of the contractor's internal form designed to direct removal of the offset flag. All cases shall be referred to TMA within five working days after the offset flag has been removed.

14.1.1. For further guidance on recoupments under \$600 and over 361 days, see Section G.1.4. Accounts Receivable and Instructions for Accounts Receivable Report, Section J, Attachment 14.

14.2. Account Balance \$600 Or More

14.2.1. If the initial refund request is unsuccessful and there are insufficient funds available for a full offset (see paragraph 13.0., for suspended claims) send a follow-up letter 30 calendar days following the date of the initial letter. All follow-up requests shall include a copy of the original refund request and will notify the overpaid party that unless arrangements for refund are made with the contractor within 30 calendar days from the date of the follow-up request, an attempt shall be made to offset against future claims, and the matter shall be referred to TMA for further action (see sample letters, Figure A-6 and Figure A-8).

14.2.2. If the initial and follow-up refund requests and the offset attempt, if any, are unsuccessful for a period of 60 days from the date of the initial demand letter, set an offset flag on the file of the overpaid party (including a network pharmacy and other debtors) until the file is transferred to TMA in accordance with paragraph 17.0. In those cases which are not transferred to TMA (i.e., cases below \$600 in which the debtor has not requested relief from the indebtedness), the offset flag shall remain on the file of the overpaid party for the term of the TRICARE contract for potential future offset. In the event of a contractor transition, only offset accounts which have been on offset for less than 12 months will be transferred to the new contractor. Any offset account received by the new contractor as a result of a transition shall be kept in effect for the life of its contract. When all or part of an overpayment is offset, prepare a letter of explanation for each claim against which offset was made and send a notice to the overpaid party explaining the overpayment and the offset along with the claim record. (See the sample letter at Figure A-4.) If the offset is against the pharmacy, the pharmacy shall be advised that reimbursement for the claim against which the offset was made may not be sought from the patient on whose behalf the services were provided. Additionally, a letter (see Figure A-16) shall be sent to the TRICARE beneficiary against whose claim the offset was taken. The contractor shall remove the offset flag on an account when it is referred to the Recoupments Division, TMA, or when the contractor is advised to do so by that office. Documentation shall be included in the recoupment case file that the offset flag has been removed. The documentation may be a copy of the contractor's internal form designed to direct removal of the offset flag and should include the claim record. All cases shall be referred to TRICARE within five working days after the offset flag has been removed.

14.2.3. If the debt has not been collected in full and there has been no positive response to the demand for payment such as a request for installment repayment agreement within 90 days from the date of the initial demand letter, and the balance remaining on the refund request is \$600 or more, the contractor shall send a final demand letter to the debtor (see Figure A-13). The final demand letter shall be sent regardless of whether the debtor is a beneficiary or a provider and shall be accompanied by a completed Promissory Note (see Figure A-9).

14.2.4. If offsets have not resulted in collection of at least 50% of the amount of the debt, and there has been no positive response to the demands for payment within 180 days from the date of the initial demand letter and the balance remaining on the account is \$600 or more, the case shall be referred to the Recoupment Division, TMA. When a case is transferred to TMA, the contractor shall advise the debtor of the referral and the debtor shall be notified that future payments should be sent to the Resource Management Division, TMA, 16401 East Centretch parkway, Aurora, CO 80011-9066 (see Figure A-20). The offset flag will be removed when the cases are transferred. A credit adjustment will be submitted to include all amounts recouped up to the point of referral.

14.2.5. If, on the 180th day, the contractor has been successful in collecting 50% or more of the total amount of the debt, the offset flag shall remain in place, and the contractor shall hold the case an additional 180 days. Those cases that are held 360 days because collection by offset during the first 180 days was largely successful, shall be transferred to the Recoupment Division, TMA, on the 361st day, if the balance remaining on the account is \$600 or more. (See Section G of the contract for reporting requirements.) When the case is transferred to the Recoupment Division, TMA, the offset flag shall be removed. Documentation shall be included in the recoupment case file that the offset flag has been removed. The

documentation may be a copy of the contractor's internal form designed to direct removal of the offset flag. All cases shall be referred to Recoupments Division, TMA within five working days after the offset flag has been removed. When a case is transferred to TMA, the contractor shall advise the debtor of the referral and the debtor shall be notified that future payments should be sent to the Resource Management Division, TMA, 16401 East Centretch Parkway, Aurora, CO 80011-9066. A credit adjustment shall be submitted to include all amounts recouped up to the point of referral.

14.2.6. For further guidance on recoupments under \$600 and over 361 days, see Section G.1.4.1 and Section J, Attachment 14, of the contract.

14.2.7. Any case, with an account balance of \$600 or more in which a debtor unequivocally refuses to repay and no possibility of offset exists, shall be referred immediately to the Recoupment Division, TMA. Any case in which a debtor seeks relief from the indebtedness due to financial hardship, or seeks other equitable relief shall be handled in accordance with [paragraph 26.0](#).

15.0. ***BANKRUPTCY***

15.1. All Notices of Bankruptcy, and letters from petitioners, attorneys for petitioners, and trustees of the bankrupt estate shall be forwarded to the Recoupment Division, TMA, within three work days of receipt. Additionally, the contractor shall take the following actions:

15.2. If the petitioner in bankruptcy is indebted to TRICARE, all recoupment actions shall cease. If the debtor is on offset, the contractor shall terminate the offset immediately. If the recoupment case(s) against the bankrupt petitioner has not already been transferred to the Recoupment Division, TMA, the complete case file(s), regardless of dollar value, shall be transferred with the Notice of Bankruptcy within three work days of receipt. Each case file shall contain all the documentation required by [paragraph 17.0.](#), below. However, the contractor shall not hold the Notice of Bankruptcy while they attempt to obtain all of the required documentation. A note will be placed in the case file to indicate when the missing documentation will be forwarded. If any amounts have been collected by offset or voluntary repayment by the debtor, the case file must contain the dates and amounts of each offset and/or payment. In addition, at the time the case file is forwarded to the Recoupment Division, TMA, a check for the total amount collected shall be forwarded to the Finance and Accounting Office, TMA. The following information shall accompany the check:

- The Debtor's Full Name
- The Sponsor's Social Security Number on the overpaid claim
- The Claim Number (ICN) of the overpaid claim
- The Dates and Amounts of each offset and/or payment

15.3. If there is no ongoing recoupment case against the petitioner in bankruptcy and the petitioner is a provider, contractor shall ascertain whether any assigned claims are pending for the petitioner provider. If there are claims pending, payment on those claims shall be suspended, and the Notice of Bankruptcy will be forwarded within three work days of receipt to the Recoupment Division, TMA, with advice as to the number of claims suspended and their value. The Recoupment Division will advise the contractor when the pended claims may be processed and to whom payment should be issued. (See Figure A-25 for a sample report of claims pended for provider bankruptcy.)

15.4. The contractor shall identify individuals and pharmacies who have, during the term of their TMA contract, filed a Petition in Bankruptcy, regardless of whether the petitioner is or has been indebted to TRICARE. The contractor shall initiate no recoupment action, either on their own initiative or upon the request of another TMA component, against a debtor who has filed a petition in bankruptcy, without prior approval by the Recoupment Division, TMA.

16.0. *PROCESSING CLAIMS WHEN THE PRIMARY INSURER IS BANKRUPT OR IN RECEIVERSHIP*

16.1. Increasingly, insurance companies which have been primary to TRICARE are filing petitions in bankruptcy or have been placed in receivership, and are refusing to honor claims. This situation is to be distinguished from that in which an employer or labor union stops paying premiums to an insurance company. In the latter case, insurance coverage ceases for the employee or member of the labor union when premiums have not been paid; the TRICARE claims should be processed in the same manner as any other claim on which the beneficiary has no other health insurance. Although the TRICARE beneficiary who was formerly covered by the bankrupt insurer may have a claim against the bankrupt estate, the beneficiary may have to wait years for distribution of assets, if any. Since TRICARE is, by federal statute and regulation, secondary to all health benefit and insurance plans, extraordinary measures must be taken to allow TRICARE to pay claims as primary payer pending any distribution of assets from the bankrupt estate.

16.2. The contractor shall have documentation to prove that a claim was filed with the primary insurer or a Proof of Claim was filed with the bankruptcy court. This information may be requested using Figure A-22 or A-24 along with Figure A-21 or A-23 as appropriate. When a TRICARE beneficiary or network pharmacy provides evidence that the beneficiary's primary insurer is in bankruptcy and is no longer honoring claims, the contractor may issue payment on a claim-by-claim basis, after the following steps have been taken:

16.3. Determine the time period that the TRICARE beneficiary was covered by the bankrupt insurer.

16.4. For each claim, ascertain whether the prescription dispensed was received during the period of coverage by the bankrupt insurer.

16.5. If the prescription was dispensed after the petition in bankruptcy was filed by the primary insurer, determine whether the TRICARE beneficiary has obtained alternative insurance which is primary to TRICARE. If alternative insurance has been obtained, process the claim under the double coverage provisions, see paragraph 8.0.

16.6. If the prescription was dispensed prior to the filing of a petition in bankruptcy by the primary insurer, determine whether the primary insurer has issued payment on the claimed services.

16.7. If the bankrupt primary insurer has not issued payment on the claimed services, and the prescription was dispensed during the period of coverage by the bankrupt insurer, determine who the payee on the TRICARE check will be. Normally, if the claim was received from a network pharmacy, payment is issued to the pharmacy. If the claim was received from a beneficiary, payment is issued to the TRICARE beneficiary, or, if the TRICARE beneficiary is a minor, or incompetent, to a parent, guardian, or conservator.

16.8. If the TRICARE payment is to be issued to a network pharmacy, complete the Power of Attorney and Agreement (Figure A-21) and mail it to the network pharmacy. The date line on Page 2 of the form is to be completed by the network pharmacy. Use the letter at Figure A-22.

16.9. If the TRICARE payment is to be issued to the TRICARE beneficiary, or his or her parent or guardian, complete the Power of Attorney and Agreement (Figure A-23) and mail it to the beneficiary. The date line on Page 2 is to be completed by the beneficiary. Use the sample letter at Figure A-24).

16.10. If the signed Power of Attorney and Agreement has not been returned within 35 days from the date of the contractor's letter (Figure A-21 or Figure A-23), the claim is to be denied.

16.11. When the signed Power of Attorney and Agreement has been received, the contractor shall process the claim. The Power of Attorney and Agreement must have an original signature; facsimile signatures (i.e., signature stamps) are not acceptable. An authorized agent of a network pharmacy may sign the Power of Attorney and Agreement; however, no special designation of appointment is required. Only one signed Power of Attorney and Agreement is required from each potential recipient of a TRICARE payment for pharmaceuticals or supplies claimed during the period of coverage by the bankrupt insurer. A separate Power of Attorney and Agreement is not needed for each claim. Each potential recipient of a TRICARE payment (i.e., beneficiary or network pharmacy) who signs a Power of Attorney and Agreement may file more than one claim for pharmaceuticals or supplies provided or received during the period the TRICARE beneficiary was covered by the bankrupt insurer.

16.12. The contractor shall maintain a record of all signed Powers of Attorney and Agreement and all claims on which TRICARE payment has been issued as the primary payor. The contractor shall perform the required follow-up and complete the required report. Claim forms and letters of explanation shall be filed in the usual manner.

16.13. Biannually, the contractor shall follow-up with each beneficiary for whom claims have been paid by TRICARE as primary payor as a result of the filing of a petition in bankruptcy by the primary insurer. If any assets were distributed from the bankrupt estate to the TRICARE beneficiary for pharmaceuticals, the amount received either by the TRICARE beneficiary or the network pharmacy will be treated as a payment made by the primary insurer, and benefits shall be coordinated in the usual manner. If the contractor determines that an overpayment has been made, recoupment action shall be initiated from the recipient of the TRICARE overpayment. No later than January 15 and July 15 of each year, the contractor shall submit the report located at Figure A-25 to the Recoupment Division, TMA.

16.14. If, during a biannual follow-up, the contractor learns that the bankruptcy case has been closed, and no assets have been distributed, no further follow-up is required.

16.15. If a transition occurs before the contractor determined that the bankruptcy case has been closed, with or without distribution of assets, the Power of Attorney and Agreement forms, with copies of claims and EOBs will be sent to the Recoupment Division, TMA for follow-up.

17.0. CASE REFERRALS

17.1. Cases referred to the Recoupments Division, TMA, as required in paragraph 14.2.4. and [paragraph 15.0.](#), above, shall include the documentation listed below.

17.2. Legible copies of all claims involved in the recoupment. If copies of all claims cannot, with good reason, be provided, a copy of the automated claims history may be substituted. However, if a claims history is substituted for copies of the actual claims, a detailed explanation of each field on the claims history shall be provided.

17.3. Documentary evidence, i.e., workpapers, calculations reflecting how the amount of the overpayment was determined, establishing how the overpayment was identified and the basis for the erroneous TRICARE payment, including copies of checks (or remittance advice in the event of EFT payments) and claim record specified in Section 1, paragraph 7.4., -for both the erroneous payment and the correct payment, and documentation such as proof of Medicare eligibility, proof of other health insurance, (EOBs from the other health insurance reflecting what the other health insurance paid for, the relevant care and the name of the other health insurance, policy number and the effective dates of coverage), signed promissory note, and any amount offset. When a check copy (or remittance advice in the event of EFT payments) cannot be obtained the contractor shall document efforts to obtain it and include the documentation in the file. Normally cases shall not be forwarded without check copies (or remittance advice in the event of EFT payments), claim records and copies of the explanatory letter to the beneficiary. When a contractor has determined that a check copy (or remittance advice in the event of EFT payments) explanatory letter to the beneficiary cannot be obtained, the contractor shall document efforts made to obtain it and include it in the file with the claim record. The contractor shall also notify the TMA Recoupment Office by facsimile within 5 days of the date it determined that the documentation could not be obtained and provide the Refund Control Number (RCN), claim number, check date, pharmacy name, patient name, Sponsor SSN and date(s) of service. If the Recoupment Office cannot obtain the required check copies (or remittance advice in the event of EFT payments) or explanatory letter to the beneficiary, they will advise the contractor to forward the file and the claim record without them.

17.4. Copies of checks (or remittance advice in the event of EFT payments), claim records and letters of explanation showing payment made to correct the erroneous payment, if any. When the recoupment is the result of a duplicate payment, copies of the check (or remittance advice in the event of EFT payments) for the original payment and the copies of the check (or remittance advice in the event of EFT payments) for the duplicate payment shall be included in the file with the claim record.

17.5. Copies of all demand letters sent to the debtor, which must provide a full explanation of the circumstances surrounding the erroneous payment.

17.6. Copies of all correspondence received from the overpaid party or their representative and any memoranda of phone conversations with the overpaid party or their representative relating to the recoupment case and the contractor response.

17.7. Copies of all claim record(s) reflecting collections by offset and copies of all payment acknowledgment letters issued to debtors. Also, the contractor shall maintain a tally sheet reflecting the original amount of the debt, each offset taken, and the balance remaining after

each offset. Documentation shall be included in the recoupment case file that the offset flag has been removed. The documentation may be a copy of the contractor's internal form designed to direct removal of the offset flag. All cases shall be referred to TMA within five working days after the offset flag has been removed.

17.8. A completed cover sheet containing data fields necessary for entry of the case into an automated case recoupment system. (Figure A-10).

17.9. All refund checks shall be deposited to the applicable bank account, see Section G.1.1 of the contract. When a refund check is to be applied to a recoupment case which has been referred to the TMA Recoupment Division, the amount shall be forwarded to TMA, CRM along with information identifying the payee and case being paid. The contractor shall notify the TMA Recoupment Branch of the receipt of the payments the following work day after receipt. The contractor shall furnish identifying information to the TMA Recoupment Branch as to how the funds were transferred, including the check number, date, amount, and the page number if included on the monthly UA report, by completing the Collection Made by Offset/Refund Form (Figure A-27). The contractor should not delay notifying the TMA Recoupment Branch that a payment has been received pending transfer of the funds. If the TMA Recoupment Branch determines that the contractor has received a refund, the request for identifying information on the transfer of funds should be responded to the following work day.

17.10. For debts of \$600 or more, the contractor shall establish, maintain, and retain for one year, or the term of their contract, whichever is longer, files containing all documentation pertaining to the recoupment cases which have been referred to TMA. Legible microfiche copies are acceptable. A contractor may maintain such files for debts below \$600, if it chooses to do so. Retention of the files will allow the contractor to fully respond to all questions generated by the Recoupment Division, TMA, as a result of the contractor's referral of a recoupment case to that office. The contractor shall respond by the following work day to questions directed to them by the Recoupment Division, TMA. Additionally, the creation and retention of fully documented recoupment case files will facilitate responses to debtors' inquiries and requests for administrative reviews. In the event of a contract transition, the outgoing contractor shall have complete documentation of recoupment cases ready for transfer to the incoming contractor. The contractor shall transmit recoupment case files to the Recoupment Division, TMA with a return receipt requested. Recoupment case files not transferred to the Recoupment Division, TMA or to an incoming contractor shall be transferred to the Federal Records Center in accordance with Attachment 13, Records Management.

18.0. ***STATE OR LOCAL GOVERNMENT DEBTS***

Offset is not to be applied with respect to debts owed by state or local governments. Such cases, valued at \$600 or more, shall be referred to Recoupments Division, TMA for collection. All other procedures apply as usual.

19.0. ***OFFSET REQUESTS FROM TMA COMPONENTS***

When requested to do so by a TMA component (i.e., Office of Program Integrity, Office of General Counsel), the contractor shall initiate recoupment action and/or set an offset flag on an overpaid party to collect erroneous payments. The contractor shall comply

with the instructions issued by TMA with the request. The instructions will require one or more of the actions specified in [paragraph 9.0](#). above.

20.0. *OFFSET REQUESTS FROM OTHER AGENCIES*

Any requests for offset from other agencies or orders for garnishment issued by the court shall be forwarded to the Recoupments Division, TMA. The contractor shall offset TRICARE claims to collect debts owed other federal agencies only when instructed to do so by the Recoupments Division, TMA. This paragraph does not apply to the federal tax levies.

21.0. *INFORMATION TO BE INCLUDED IN REFUND REQUESTS*

21.1. Refund requests shall include a preaddressed return envelope and the following claim and payment information:

- Name and Address of the Beneficiary and Pharmacy
- Debtor SSN
- Internal Control Number
- Date(s) and Type(s) of Service
- Principal Amount of Debt
- Date(s) of Check(s)
- Amount(s) of Check(s)
- Name of Payee

21.2. A clear explanation of why the payment was not correct.

21.3. The amount of the overpayment and how it was calculated, and the amount of the correct payment, if any.

21.4. A notice that the overpaid party is required to refund the overpayment, or make acceptable arrangements to make the refund, within 30 days of the date of the request.

21.5. A notice that:

- Interest will begin to accrue from the date of the letter at the then current rate set by the United States Department of the Treasury
- Accrued interest will be waived if payment is received within 30 days
- Administrative costs will also be assessed for expenses in collecting the debt
- A penalty charge of six percent per year will be assessed on any portion of the debt that is delinquent for more than 90 days and will accrue from the date that the debt became delinquent.

NOTE: The Contract Management Division, TMA, will notify the contractor each quarter, when the Department of the Treasury publishes the new rate, of the rate to be charged during the new quarter. Interest is to be applied under criteria set forth in [paragraph 31.0](#).

21.6. A notice of the possibility of offset if the overpayment is not refunded.

21.7. Instructions that the refund shall be by check or money order made payable to the contractor.

21.8. A notice where appropriate (see sample letters, Figure A-1 through Figure A-8), that unless a refund is made the case shall be referred to the Recoupments Division, TMA, for further recovery action which can include referral to a credit reporting agency and the assessment of added administrative costs, penalties and interest.

21.9. A request where appropriate (see sample letters, Figure A-1 through Figure A-8), that the debtor provide his or her social security number/tax identification number.

21.10. An explanation as to rights for an administrative review and to appeal rights. (See [paragraph 24.0.](#))

22.0. ***CONTRACTOR RESPONSES TO DEBTORS***

The contractor shall respond to any communication from the debtor within 30 days from its receipt.

23.0. ***INSTALLMENT REFUNDS***

23.1. Recoupment claims shall be collected in one lump sum whenever possible. However, debtors may request repayment of a debt in monthly installments. Before installment repayment agreements are made, the contractor shall assure that the debt is amortized to completely refund the overpayment within 24 months. Debtors will be encouraged to repay the debt in monthly installments of no less than \$50.00; however, if the debt can be repaid within 24 months at the interest rate properly reflected in the initial demand letter, the contractor may accept lower monthly payments. If it is alleged by the beneficiary that monthly installments cannot be made to complete the refund within twenty-four months, the debtor will be asked to complete a financial affidavit in accordance with [paragraph 26.0.](#), below, and the completed affidavit, along with the case file or the debtor's request and the contractor demand letter(s) shall be transferred to TMA.

23.2. To determine the monthly installment amount, and assure that repayment can be made within the 24 months allowed, the contractor shall amortize the debt over a 24 month period (or less, if requested by the debtor), including interest on the unpaid balance at the appropriate interest rate. There are commercial programs available which will perform this function. Figure A-14 is a sample amortization schedule of a \$1,000.00 debt, amortized over 24 months (24 payments) at eight percent interest. This prospective amortization is only helpful in completing the terms of the Note. It must be recognized that if the debtor ever pays more or less than the required monthly installment, or does not allow exactly 30 days between payments, the interest reflected on the amortization schedule will not be the amount actually charged. In fact, if the debtor is often delinquent, but never misses two (full installments, repayment of the debt may be extended a month or two beyond the 24 months established. Those individual variations in repayment are to be expected.

23.3. Once the contractor has computed the amount required each month to repay the debt in 24 regular monthly installments, if the principal amount of the debt exceeds \$600, the Promissory Note (see Figure A-9) shall be completed and sent to the debtor for his/her

signature (see Figure A-19). If the debt is \$600 or below, only a letter (see Figure A-15) need be sent to establish the repayment agreement.

23.4. The following information is provided to assist the contractor in completing the Promissory Note:

23.5. “The principal sum of _____ dollars” is the amount of the overpayment that has not been refunded, either voluntarily by the debtor or by contractor offset.

23.6. Interest accrues from the date of the initial demand letter which advised the debtor of his rights pursuant to the Debt Collection Act of 1982 (Figure A-1 or Figure A-2). Interest shall be assessed at the rate that was in effect when the initial demand letter was mailed and that was properly reflected in that letter. DO NOT assess interest until the debtor has been properly advised of his rights. Note that the initial demand letter may be sent 01/01/2004, and the debtor may request an installment agreement five months later (06/01/2004) or at any time before the case is referred to TMA in accordance with [paragraph 17.0](#) above. Interest in all cases accrues from the date of the initial demand letter. (See Figure A-17 for an example of interest calculations on a \$1000 overpayment, with an annual interest rate of eight percent. In the example, the initial demand letter was sent 01/05/2004.)

23.7. The interest rate varies, dependent upon the current value of funds to the U.S. Treasury (see [paragraph 21.5](#)). Once a debtor has established a repayment agreement, the rate of interest on THAT debt does not change, regardless of changes in the value of funds to the U.S. Treasury.

23.8. Installment payments shall begin approximately 30 days after the request for an installment repayment agreement is made. If a debtor requests the agreement on 03/01/2004, his first installment will normally be due 04/01/2004. Some contractors may wish to have all installments due the first day of the month. If that is the case, and a debtor requests the arrangement on 03/05/2004, his first installment will be due 04/01/2004. If the debtor requests the arrangement on 03/29/2004, his first installment should be due 05/01/2004. Other contractors may choose to scatter the payments throughout the month, to even the workload. For consistency, do not require payments on the 29th, 30th or 31st of the month, since February normally has only 28 days.

23.9. The phrase “not less than _____ dollars beginning on _____,” is repeated in the Promissory Note to allow for an occasional debtor who, for example, wishes to pay one amount for six months and another amount for the last 18 months. The request may be for any number of personal reasons, i.e., a car loan may be repaid in six months and the debtor will have additional funds from which to repay TRICARE. The contractor is encouraged to be flexible in establishing a repayment agreement; however, repayment must be scheduled for completion within 24 months. If the same amount is to be paid for the entire term of the note, delete the second phrase from the note.

23.10. If the Promissory Note is not returned, or is returned unsigned, but the debtor makes the scheduled payments, the contractor shall treat the account as though the Note had been signed and returned.

23.11. Each payment received shall be acknowledged in writing and must advise the debtor of the amount received, the portion of each payment that was applied to interest and

to principal, and the current balance due. The acknowledgment shall advise the debtor that the information provided may be useful in the preparation of his/her income tax return. (See Figure A-18).

23.12. Installment payments shall be reported to TMA in accordance with Section G.1.4.1 and Section J, attachment 14. All installment refunds shall be deposited to the applicable bank account (Section G.1.1) and an accounting record of installment payments shall be maintained which shall be subject to audit at all times. When the recoupment action is completed, the contractor shall process the collection action using a single transaction for each claim involved and provide PDTS with information to create a credit TED.

23.13. When the debtor enters into an installment repayment agreement, the offset flag shall be removed. Any suspended claims shall be processed and paid normally. If the debtor requests continuation of the offset, any amounts so collected shall be treated as an installment payment.

23.14. Written notification of delinquency shall be sent 35 days after the established due date if an installment, or any portion thereof, remains outstanding (see Figure A-12). If the delinquent amount is not remitted within 30 days of the initial delinquency notice, and the amount remaining due on the account is \$600 or greater, the case file, including all supporting documentation, shall be referred to the Recoupment Branch, TMA. If the debtor fails to bring the account current, but remits the missed installment, or a portion thereof, the contractor shall retain the case. Cases shall not be transferred to TMA until two full installment payments are past due. For example, a debtor may miss one payment entirely, but make all subsequent payments, and remain one month behind for the term of the agreement. The case would not be transferred to TMA. When a case is transferred to TMA, the contractor shall advise the debtor of the referral and shall be told that future payments should be sent to the Finance and Accounting Office, TMA, 16401 East Centretex Parkway, Aurora, Colorado 80011-9066 (see Figure A-20).

24.0. *RECOUPMENT ACTION AND THE APPEALS PROCESS*

24.1. The determination that an overpayment was made is not, in itself, an appealable issue. When a contractor receives a request from a debtor for an administrative review, the procedures outlined in [paragraph 27.0.](#), below shall be followed to assure that, when appropriate, the debtor receives a Reconsideration as outlined in Section C of the contract.

24.2. If a service or supply which is not a TRICARE benefit was paid in error, the reversal of the payment decision constitutes an initial adverse determination. The overpaid party may appeal if an appealable issue exists. Such appeals are subject to the requirements and time limits outlined in Section C of the contract.

24.3. Any funds recouped by offset after a reconsideration has been requested are to be identified and properly accounted. The appealing party is to be notified that the recoupment of the overpayment shall continue by offset. The contractor shall not terminate the offset action because of an appeal unless directed to do so by TMA.

24.4. When a requirement to recoup TRICARE funds is identified in a Formal Review Decision or a Final Decision resulting from a hearing, the case shall be forwarded by the Office of General Counsel (OGC-A), TMA, to the appropriate contractor for development

and initial recoupment action in accordance with this section. If the contractor is unsuccessful in collecting the debt, the case shall be returned to the Recoupment Division, TMA in accordance with [paragraph 17.0](#).

25.0. *OFFSET RECOUPMENT/PARTIAL PAYMENT*

25.1. If a debtor has entered into an installment repayment agreement and has asked the contractor to continue to offset against future claims, the amount offset shall be applied first to interest and then to principal, as installment payments are applied. Generally, though, offset amounts shall be applied only to principal.

25.2. When a debt has been paid either by offset, partial payment or installment payments, to within \$10.00 of the total amount due, including interest, if applicable, the contractor may consider the debt paid in full, if it is practical to do so. If the contractor chooses to consider the debt paid in full when the balance has been reduced to \$10.00 or less, the debtor shall be so advised.

26.0. *REQUESTS FOR RELIEF OF INDEBTEDNESS*

The contractor is not authorized to compromise or to suspend or terminate collection actions on federal claims. Requests for relief based upon financial hardship shall be handled in accordance with the below paragraphs. Requests for suspension of recoupment action pending the outcome of an appeal filed in accordance with Section C of the contract, shall be forwarded to the Chief, Recoupment Division, TMA.

26.1. *Account Balance Of Less Than \$600*

When debtors request relief from all or a portion of their indebtedness, including requests for relief from the assessment of interest, penalties, and administrative charges, the contractor shall remove the offset flag and ask the debtor to complete the Financial Affidavit at Addendum A, Figure 28. The debtor will be notified that consideration cannot be given to his/her request for relief unless the Financial Affidavit is returned within 30 days. If the debtor fails to return the completed Financial Affidavit within 30 days, the offset flag shall again be set and recoupment action shall continue as though no request for relief had been made. When the completed Financial Affidavit is received, the contractor shall forward the affidavit, along with a copy of the demand letter(s), and the debtor's request for relief to the Recoupment Division, TMA. If directed to do so by TMA, following the review of the debtor's request for relief, the contractor shall reset the offset flag and proceed with normal recoupment procedures.

26.2. *Account Balance Of \$600 Or More*

The contractor shall remove the offset flag upon receipt of a request for relief from indebtedness and ask the debtor to complete the Financial Affidavit at Addendum A, Figure 28. The debtor will be notified that consideration cannot be given to his/her request for relief unless the completed Financial Affidavit is returned within 30 days. When the completed affidavit is received, the entire recoupment case as outlined in [paragraph 17.0](#), including the completed Financial Affidavit, shall be referred to the Recoupment Division, TMA, for resolution. If the debtor fails to return the completed Financial Affidavit within 30 days, the offset flag shall again be set and recoupment action shall continue as though no request for

relief had been made. This paragraph does not apply to the automatic waiver of interest on accounts paid within the first 30 days. Once a case has been established, the contractor shall stop or amend a recoupment action, as necessary, to correct a contractor error.

27.0. ADMINISTRATIVE REVIEW OF INDEBTEDNESS

27.1. If a debtor requests an administrative review of his indebtedness, the contractor shall review the documentation contained in the case file and any additional information or documents submitted by the debtor. The contractor review shall be conducted by someone in a position of higher authority within the contractor than the individual who originated the recoupment action. Following the review, the contractor shall respond to the debtor. When the debtor questions a contractor determination that the care is not a covered benefit, the debtor's request for review will be referred to the appropriate unit within the contractor for issuance of a Reconsideration pursuant to Section C of the contract unless the issue is not appealable under the provisions of the contract, or the recoupment action was initiated for one of the following reasons:

- TRICARE payment was issued without regard to other health insurance, or the TRICARE liability, after taking into consideration payments made by other health insurance, was inaccurately calculated.
- The action was initiated to recoup a duplicate payment.
- The action was initiated because an error was made in the original determination that a claim was a network or a non-network claim.
- The action was initiated because the payee was incorrect.

27.2. Based upon the above instructions, if it is inappropriate to provide the debtor a Reconsideration, the contractor shall issue a response to the debtor's request for administrative review. The contractor's response shall describe the documentation reviewed, including any submitted by the debtor, and explain the reviewing party's rationale for the decision to pursue or terminate the recoupment action. The response shall explain that further administrative appeal is not available. If the review results in a decision to recoup the overpayment, the debtor will be advised that full payment or other satisfactory arrangements for repayment must be made within 30 days. A debtor's request for an administrative review of his or her indebtedness does not result in suspension of the accrual of interest from the date of the initial demand letter.

28.0. SUSPICION OF FRAUD

28.1. If there is reason to believe that the overpayment may have been caused by fraud, no request for refund shall be made until the fraud issue is resolved. However, the contractor shall retain any amount voluntarily refunded pending resolution of the fraud issue. These funds shall be deposited in the TRICARE account and an accounting record maintained capable of audit. Documentation of the refund and all other evidence relating to the case shall be sent to the Program Integrity Office, TMA. Any recoupment action shall be taken in accordance with this Attachment 3 to the contract.

28.2. Once a determination has been made that a case shall not be prosecuted for fraud, the Recoupment Division, TMA, will review the recoupment case and if appropriate, return the case to the contractor for development and recoupment under this section. If the recoupment action is successful, the contractor will notify Recoupment Division, TMA by telephone within in one working day of the time of collection, and follow-up with written notification within three working days of collection. If the contractor is unsuccessful in collecting the debt, the case should be returned to the Recoupment Division, TMA in accordance with [paragraph 17.0](#).

29.0. *REPORTING REQUIREMENTS*

Reporting requirements on receivables are contained in Section G.1.4.1 and Section J, Attachment 14, of the contract.

30.0. *CONTRACTOR TRANSITIONS*

30.1. In the event of a contractor transition, only offset accounts which have been on offset for less than 12 months shall be transferred to the incoming contractor who shall assume management of the cases in accordance with instructions provided by TMA. Accounts which have been on offset for 12 months or longer, and all installment accounts, shall be transferred to the Recoupment Division, TMA. A list of all installment cases to be transferred and a list of offset accounts to be transferred shall be provided to the Recoupment Branch, TMA before the cases are transferred. Prior to such transfer, the outgoing contractor shall contact the Recoupment Division, TMA, to determine whether additional criteria should be applied to identify those accounts which may be written off, i.e., transferred neither to the incoming contractor nor to TMA. Any offset account received by the incoming contractor as a result of a transition shall be kept in effect for the life of the contract or until the debt is collected in full, transferred to TMA or written off by the contractor. The outgoing contractor shall submit a credit adjustment to include all amounts recouped up to the point of transition. The final Accounts Receivable Report for the outgoing contractor shall reflect the number of cases and the amount of the outstanding debt transferred to the incoming contractor. The incoming contractor shall reflect the number of cases and the amount of the outstanding debt received from the outgoing contractor on the next monthly Accounts Receivable Report following the date of transition.

30.2. If a transition occurs before the contractor determines that the bankruptcy case has been closed, with or without distribution of assets, the Power of Attorney and Agreement forms, with copies of claims and claim records for beneficiaries shall be sent to the Recoupment Division, TMA, for follow-up.

31.0. *INTEREST, PENALTIES AND ADMINISTRATIVE COSTS*

31.1. The debtor shall be notified in the initial demand letter that interest will accrue from the date of that letter. The rate of interest to be assessed is the current value of funds to the United States Treasury; i.e., the Treasury Tax and loan account rate. TMA will advise fiscal intermediaries when interest rates are revised. However, the collection of interest shall be automatically waived on the debt or any portion thereof which is paid within 30 days after the date of the initial demand letter. The contractor is not authorized, under any other circumstances, to waive a debt or any portion of a debt owed the United States Government.

31.2. Debtors shall also be notified in the initial demand letter that a penalty charge, not to exceed six percent per year, will be assessed upon any portion of the debt that is delinquent for more than 90 days, and that administrative costs, (based upon those costs incurred in processing and handling the debt because it became delinquent) will also be added to their indebtedness. However, the contractor shall not assess administrative costs and penalties (TMA will assess administrative costs and penalties).

31.3. The contractor shall be responsible for the assessment and collection of interest only when the debtor enters into an installment repayment agreement as described in [paragraph 23.0.](#), above. The rate of interest assessed shall be the rate properly reflected in the initial demand letter mailed to the debtor. The rate of interest assessed shall be the rate of the current value of funds to the United States Treasury; i.e., the Treasury Tax and loan account rate. Each installment payment shall be applied first to the accrued interest and then to the outstanding principal balance.

31.4. Interest will not be assessed upon previously accrued interest charges. When the debtor and the contractor enter into an installment repayment agreement, interest will be assessed for the period beginning on the date of the initial demand letter and ending on the due date of the first installment payment. The interest shall be assessed at the rate properly reflected in the initial demand letter on that portion of the debt which remained outstanding 30 days after the date of the initial demand letter. The interest so assessed will be collected and applied to the debtor's account before the due date of the first installment payment. Subsequently, interest shall be computed daily on the outstanding principal balance at the rate properly reflected in the initial demand letter, which shall also be reflected in any promissory note sent to the debtor as required by paragraph 14.2.3.

31.5. Interest collected under installment agreements shall be reported to TMA monthly with unidentified refunds and refunds \$10.00 or less. The rate of interest, as initially assessed, shall remain fixed for the duration of the indebtedness, except that where a debtor has defaulted on a repayment agreement and seeks to enter into a new agreement, a new interest rate may be set which reflects the current value of funds to the Treasury at the time the new agreement is executed.

31.6. Delinquent installment accounts shall be handled in accordance with the procedures outlined in [paragraph 23.0.](#)

CLAIMS ADJUSTMENTS AND RECOUPMENTS

FIGURES

FIGURE A-1 *SAMPLE LETTER TO BENEFICIARY REGARDING OVERPAYMENT (RECOUPMENT)
(NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

NOTE: Use of this letter is mandatory unless an alternative has been approved by the Office of General Counsel, TRICARE Management Activity (TMA).

(Addressee) _____
(Address)
(City, State, ZIP)

DATE: *(Enter date mailed.)*
SSN: *(If debtor is the sponsor, enter
sponsor's SSN; if debtor is not
the sponsor, enter SSN, if
known. Leave blank if
debtor's SSN is not available.)*

PRINCIPAL:
ICN:

Dear _____:

(Use first paragraph only if the recipient has advised the contractor of an overpayment.) Thank you for your recent notification that this office made an erroneous payment on claims in your ***(or Beneficiary's Name)*** behalf. We appreciate your cooperation in bringing this matter to our attention. ***(If the first paragraph is not applicable, use the following as the introductory paragraph to the letter.)*** The purpose of this letter is to inform you that an overpayment may have been made to you. The law requires that we provide you with the following information:

On ***(Date of Check)*** we sent you a check in the amount of \$_____ to cover services furnished you ***(or Beneficiary's Name if he/she is under 18 years of age and the letter is being sent to the sponsor/parent/guardian)*** by ***(Name and Address of Provider)*** on ***(Dates of Care)***. This was for ***(Type of Service)***. However, that check represents an overpayment of \$_____.

(Insert a paragraph which provides a clear and complete explanation of how the overpayment arose, how the overpayment was calculated, why it was not correct, and how the error was discovered. If the payment arose as a result of a contractor error, the contractor will add the following sentence at the end of the explanation.) We truly regret any inconvenience that this error may have caused you, and we will make every effort to prevent such errors from happening in the future.

FIGURE A-1 *SAMPLE LETTER TO BENEFICIARY REGARDING OVERPAYMENT (RECOUPMENT)
(NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

Since our records indicate that overpayment was made, we must formally advise you of the applicable laws governing the recoupment funds. Specifically, the Federal Claims Collection Act, beginning at 31 U.S.C. 3701, requires that federal agencies, including TMA, collect government funds which were mistakenly issued from their accounts. Further, government agencies are required to collect interest on all delinquent debts at the rate of ***(Enter the Rate of the Current Value of Funds to the United States Treasury)*** percent per year. Interest charges will be waived if this debt is paid in full within 30 days from the date of this letter. If payment is not made within 30 days, interest will accrue from the date of this letter.

(Continued from overpayment explanation above.) Additionally, federal agencies are required to assess a penalty charge, not to exceed six percent per year, upon any portion of the amount you owe that is outstanding for more than 90 days, as well as administrative costs, based upon the costs incurred in processing and handling the case.

Finally, we are required to annotate your records to enable us to collect an erroneous payment by administrative offset against current or future TRICARE claims. However, no such offset action will be taken for 30 days from the date of this letter. Since the possibility of offset against your TRICARE claim exists, we are also required to provide the following information to you.

You have the right to inspect and copy all records pertaining to this debt. If you believe this determination regarding your TRICARE coverage is incorrect or dispute the amount of the debt as calculated above, you have a right to request an administrative review of the indebtedness.

(If this recoupment action is being initiated as a result of a decision rendered from the TRICARE appeals and hearings process, do not include the next two sentences.) For the purposes of this recoupment action, your right to an administrative review includes your right to a "Reconsideration" under the regulation which governs TRICARE appeals ([32 CFR 199.10](#)). If you request an administrative review, you will be advised if you have further appeal rights to TMA.

If you request an administrative review, it must be in writing and be received by this office within 90 days from the date of this letter. Your request should state specific reasons why you believe you do not owe this debt.. You should also attach any supporting documentation, such as bookkeeping and medical records, and a copy of this letter.

If you need to request a waiver of this debt based upon an inability to pay, you will be required to complete a financial affidavit. If it then appears that you are financially unable to make a full refund at this time, you may be afforded an opportunity to enter into a written agreement for repayment of the debt. Please note, however, that any payment plan will include an interest charge at the rate specified above.

Please make your payment, for the total amount shown above, within 30 days in order to preclude interest and late charges from accruing. Send your check or money order, payable to TRICARE, to ***(Name of the Contractor)*** in the enclosed self-addressed envelope. However, if you do not believe you owe this debt, please contact us immediately with a request for an administrative review and include all supporting documentation.

ADDENDUM A
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*FIGURE A-1 SAMPLE LETTER TO BENEFICIARY REGARDING OVERPAYMENT (RECOUPMENT)
(NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

Your cooperation and prompt attention to this matter are very much appreciated.

Sincerely,

(Signature)
(Title)

Enclosure:
Self-addressed envelope

ADDENDUM A
FIGURES

FIGURE A-2 *SAMPLE LETTER TO PROVIDER REGARDING OVERPAYMENT (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

NOTE: Use of this letter is mandatory unless an alternative has been approved by the Office of General Counsel, TMA.

(Addressee) _____
(Address)
(City, State, ZIP)

DATE: *(Enter date mailed.)*
SSN: *(Enter provider's taxpayer identification number, if known. If unknown leave blank.)*

PRINCIPAL:
ICN:

Dear _____:

(Use first paragraph only if the recipient has advised the contractor of an overpayment.) Thank you for your recent notification that this office made an erroneous payment on claims in your (or beneficiary's name) behalf. We appreciate your cooperation in bringing this matter to our attention. The law requires that we provide you with the following information:

On ***(Date of Check)*** we sent you a check in the amount of \$_____ to cover services you furnished ***(Beneficiary's Name)*** on ***(Dates of Care)***. This was for ***(Type of Service)***. However, that check represents an overpayment of \$_____.

(This paragraph must provide a clear and complete explanation of how the overpayment arose, how the overpayment was calculated, why it was not correct, and how the error was discovered.) At the end of the explanation, the Contractor will add the following sentence: We regret any inconvenience that this error may have caused.

The Federal Claims Collection Act, beginning at 31 U.S.C. 3701, requires that federal agencies, including TMA, collect government funds which were mistakenly issued from their accounts. Further, government agencies are required to collect interest on all delinquent debts at the rate of ***(Enter the Rate of the Current Value of Funds to the United States Treasury)*** percent per year. Interest charges will be waived if this debt is paid in full within 30 days from the date of this letter. If payment is not made within 30 days, interest will accrue from the date of this letter. If the claim(s) on which this recoupment action is based was assigned to a participating provider, both the provider and the TRICARE beneficiary have the right to appeal this determination. If the claim(s) was not assigned, only the beneficiary may appeal this determination.

Additionally, federal agencies are required to assess a penalty charge, not to exceed 6% per year, upon any portion of the amount you owe that is delinquent for more than 90 days, and administrative costs, based upon the costs incurred in processing and handling the case because it became delinquent.

ADDENDUM A
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FIGURE A-2 *SAMPLE LETTER TO PROVIDER REGARDING OVERPAYMENT (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

Finally, we are required to annotate your records to enable us to collect the erroneous payment by administrative offset against future TRICARE claims. No such offset action will be taken for 60 days from the date of this letter, however. Since the possibility of offset against your TRICARE claim exists, we are required to provide the following information to you.

You have the right to inspect and copy all records pertaining to this debt. If you believe this determination regarding your TRICARE coverage is incorrect or dispute the amount of the debt as calculated herein, you have a right to request an administrative review of the indebtedness.

NOTE: If this recoupment action is being initiated as a result of a decision rendered during the appeals process, do not include the last two sentences of this paragraph.

For the purposes of this recoupment action, your right to an administrative review includes your right to a Reconsideration under the regulation which govern TRICARE appeals (32 CFR 199.10). If you request an administrative review, you will be advised if you have further appeal rights to TMA.

Your request must be in writing and must be received by this office within 90 days from the date of this letter. Your request should state specific reasons for believing that you are not indebted for any amount listed herein, and should be accompanied by supporting documentation, such as bookkeeping and medical records, and a copy of this letter. If you wish to request a waiver based upon an inability to pay, you will be required to complete a financial affidavit. If it then appears that you are financially unable to make a full refund at this time, you may be afforded an opportunity to enter into a written agreement for repayment of the debt. Please note, however, that any payment plan will include an interest charge at the rate specified above.

Payment of the total amount shown above within 30 days is considered payment in full. To satisfy your debt immediately, send a check or money order for the total amount, made payable to TRICARE, (name of the contractor) in the enclosed self-addressed envelope. If payment is not received within 30 days, interest and other late charges will accrue.

Your cooperation and prompt attention to this matter is very much appreciated.

Sincerely,

(Signature)
(Title)

Enclosure:
Self-addressed envelope

(Addressee)
 (Address)
 (City, State, ZIP)

RE: ***(Enter Provider Name)***
 Dates of Service:
 Beneficiary Name:
 Sponsor SSN:
 Provider Number:
 Claim Number:
 RCN:

On **(Date)** TRICARE made a payment to **(Provider Name)**, **(Provider Address)** for services rendered to **(Beneficiary Name)** from **(Dates of Service)**. Upon review by our Service Center, it has been determined that an overpayment in the amount of \$(**Debt Amount**) was made to the provider referenced above.

TRICARE Finance Refund Department

FIGURE A-4 *SAMPLE LETTER TO BENEFICIARY OR PROVIDER ADVISING OF OFFSET (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

NOTE: Use of this letter is mandatory unless an alternative has been approved by the Office of General Counsel, TMA.

NOTE: To be dated same day as mailed.

Dear ***(Name of provider or beneficiary) (sponsor, parent or guardian):***

On ***(Date)*** we sent you a letter concerning an overpayment of \$_____ that was made on your claim for services provided to ***(Name of Patient)*** in which you were informed that if you did not refund that amount within 30 days (60 days if debtor is a provider) of the date of the letter, the overpayment would be withheld from any future claim payments.

This is to advise that since we have not received the requested refund nor a response to our letter, we have withheld \$_____ from the amount due on your current claim and have applied it against the cited overpayment which leaves a balance due of \$_____. See attached claim record. (If the balance due is zero, the Contractor should skip to the last two paragraphs; include either one, or both, if appropriate. If neither paragraph is appropriate, and the balance due is zero, the preceding sentence will conclude the letter.) Please remit payment of this amount within 30 days from the date of this letter. Your check or money order should be made payable to ***(TRICARE Contractor Name)*** and may be mailed in the enclosed self-addressed envelope.

If we do not receive the requested payment or a response to this letter, the following actions are required under our TRICARE contract and the Federal Claims Collection Act.

1. Apply all payments of future claims to the overpayment until the amount is recouped.
2. Refer the overpayment to Office of General Counsel, TMA for collection which will result in added administrative costs and fees as well as an adverse credit rating.

(Insert the following paragraph if the debtor has not previously been told of his right to appeal a denial based upon TRICARE eligibility or because a service or supply is not a TRICARE benefit. If the Contractor is uncertain whether appeal rights have previously been offered, the paragraph should be included.)

If you believe that this recoupment action is improper or incorrect, you have the right to request a reconsideration. Your written request, stating specific reasons why you feel the action taken is incorrect or improper, is to be attached to this letter and received within 90 days from the date on the enclosed original demand letter.

(Use the following additional paragraph if the debtor is a participating provider.)
The offset taken against your claim has been applied toward your indebtedness to the U.S. Government and constitutes payment of the claim. You may not seek reimbursement for offset amounts from the TRICARE beneficiary for whom the services were provided.

Sincerely,

(Signature)
(Title)

Enclosures:
(self-addressed envelope)
(initial demand letter)
(claim record)

ADDENDUM A
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FIGURE A-5 *SAMPLE FOLLOW-UP LETTER TO BENEFICIARY (ACCOUNT BALANCE LESS THAN \$600) IF NO RESPONSE TO REFUND REQUEST WITHIN 30 DAYS (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

NOTE: Use of this letter is mandatory unless an alternative has been approved by the Office of General Counsel, TMA.

(Addressee) _____
(Address)
(City, State, ZIP)

DATE: *(Enter date mailed.)*
SSN: *(If debtor is the sponsor, enter sponsor's SSN; if debtor is not the sponsor, enter debtor's SSN, if known. Leave blank if debtor's SSN is not available.)*

PRINCIPAL:
INTEREST: *(Enter interest on principal at current rate for 30 days.)*

TOTAL DUE:

Dear _____:

On **(Date)** we wrote to you explaining that an overpayment of \$_____ was made in our check dated _____. A copy of that letter is enclosed. If you have not already read our initial letter, please read it carefully. It contains important information about your rights.

You were requested to refund the overpayment within 30 days. That period has elapsed and we have had no response from you. As we advised you in our first letter, interest charges will accrue from the date of that letter.

The Debt Collection Act of 1982, authorizes the Federal government to disclose delinquent account information to consumer reporting agencies. Such a report could adversely affect your ability to obtain future credit. The information identifying you as shown in this letter; i.e., name, address, and Social Security Number, the amount, status, and history of the claim, and the name of the federal agency and/or program to which the debt is owed, may be referred to consumer reporting agencies 60 calendar days from the date of this letter if the debt remains outstanding and you have made no arrangements for repayment.

If you are unable to refund the full amount in one payment, you may be afforded an opportunity to enter into a written agreement for repayment of the debt. Any payment plan will include an interest charge of **(Enter the rate of the current value of funds to the United States Treasury)** percent per year.

(If debtor is not the sponsor, and debtor's Social Security Number is not otherwise available, add the following paragraph.)

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FIGURE A-5 *SAMPLE FOLLOW-UP LETTER TO BENEFICIARY (ACCOUNT BALANCE LESS THAN \$600) IF NO RESPONSE TO REFUND REQUEST WITHIN 30 DAYS (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

You are requested to furnish your Social Security Number by completing the blanks below and returning this letter to our office. The Federal Claims Collection Act, the Debt Collection Act of 1982, Public Law 97-365, and the Federal Claims Collection Standards, 4 Code of Federal Regulations 101-105, provide authority for requesting this information. Your Social Security Number will be used only in connection with actions involving the investigation, assertion, collection, compromise, waiver, and termination of the Government's claim against you. Disclosure of your Social Security Number is voluntary; however, should this claim be referred to the Department of Justice for collection, disclosure may be obtained by legal methods.

Payment of the total amount shown above within 30 days is considered payment in full. To satisfy your debt immediately, send a check or money order for the total amount, made payable to **(TRICARE Contractor Name)** in the enclosed self-addressed envelope.

Failure to respond to this second request will result in forced collection by administrative offset against any future claims filed by you.

Sincerely,

(Signature)
(Title)

Enclosures:
Initial demand letter
Self-addressed envelope

(Add the line below if debtor is not the sponsor, and the debtor's Social Security Number is unavailable. The paragraph above, which explains to the debtor how the Social Security Number will be used, under what authority it is requested, and that disclosure is voluntary, must be included in the letter to the debtor.)

Social Security Number _____ Signature _____

ADDENDUM A
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FIGURE A-6 *SAMPLE FOLLOW-UP LETTER TO BENEFICIARY (ACCOUNT BALANCE \$600 OR MORE) IF NO RESPONSE TO REFUND REQUEST WITHIN 30 DAYS (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

NOTE: Use of this letter is mandatory unless an alternative has been approved by the Office of General Counsel, TMA.

(Addressee) _____
(Address)
(City, State, ZIP)

DATE: *(Enter date mailed.)*
SSN: *(If debtor is the sponsor, enter sponsor's SSN; if debtor is not the sponsor, enter debtor's SSN, if known. Leave blank if debtor's SSN is not available.)*

PRINCIPAL:
INTEREST: *(Enter interest on principal at current rate for 30 days.)*

TOTAL DUE:

Dear _____:

On **(Date)** we wrote to you explaining that an overpayment of \$_____ was made in our check dated _____. A copy of that letter is enclosed. If you have not already read our initial letter, please read it carefully. It contains important information about your rights.

You were requested to refund the overpayment within 30 days. That period has elapsed and we have had no response from you. As we advised you in our first letter, interest charges will accrue from the date of that letter.

The Debt Collection Act of 1982, authorizes the Federal government to disclose delinquent account information to consumer reporting agencies. Such a report could adversely affect your ability to obtain future credit. The information identifying you as shown in this letter; i.e., name, address, and Social Security Number, the amount, status, and history of the claim, and the name of the federal agency and/or program to which the debt is owed, may be referred to consumer reporting agencies 60 calendar days from the date of this letter if the debt remains outstanding and you have made no arrangements for repayment.

If you are unable to refund the full amount in one payment, you may be afforded an opportunity to enter into a written agreement for repayment of the debt. Any payment plan will include an interest charge of (enter the rate of the current value of funds to the United States Treasury) percent per year.

(If debtor is not the sponsor, and debtor's Social Security Number is not otherwise available, add the following paragraph.)

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FIGURE A-6 *SAMPLE FOLLOW-UP LETTER TO BENEFICIARY (ACCOUNT BALANCE \$600 OR MORE) IF NO RESPONSE TO REFUND REQUEST WITHIN 30 DAYS (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

You are requested to furnish your Social Security Number by completing the blanks below and returning this letter to our office. The Federal Claims Collection Act, the Debt Collection Act of 1982, Public Law 97-365, and the Federal Claims Collection Standards, 4 Code of Federal Regulations 101-105, provide authority for requesting this information. Your Social Security Number will be used only in connection with actions involving the investigation, assertion, collection, compromise, waiver, and termination of the Government's claim against you. Disclosure of your Social Security Number is voluntary; however, should this claim be referred to the Department of Justice for collection, disclosure may be obtained by legal methods.

Payment of the total amount shown above within 30 days is considered payment in full. To satisfy your debt immediately, send a check or money order for the total amount, made payable to **(TRICARE Contractor Name)** in the enclosed self-addressed envelope.

If we do not hear from you within 30 days, your file will be transferred to OCHAMPUS and involuntary collection action will be initiated. This may include administrative offset of other federal funds owed you or a referral to the Department of Justice for appropriate legal action.

Sincerely,

(Signature)
(Title)

Enclosures:
Initial demand letter
Self-addressed envelope

(Add the line below if debtor is not the sponsor, and the debtor's Social Security Number is unavailable. The paragraph above, which explains to the debtor how the Social Security Number will be used, under what authority it is requested, and that disclosure is voluntary, must be included in the letter to the debtor.)

Social Security Number _____ Signature _____

ADDENDUM A
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FIGURE A-7 *SAMPLE FOLLOW-UP LETTER TO PROVIDER (ACCOUNT BALANCE LESS THAN \$600)
IF NO RESPONSE TO REFUND REQUEST WITHIN 30 DAYS (NON-FINANCIALLY
UNDERWRITTEN FUNDS INVOLVED)*

NOTE: Use of this letter is mandatory unless an alternative has been approved by the Office of General Counsel, TMA.

(Addressee) _____
(Address)
(City, State, ZIP)

DATE: *(Enter date mailed.)*
TIN: *(Enter provider's taxpayer
identification number, if
known. If unknown, leave
blank.)*

PRINCIPAL:
INTEREST: *(Enter interest on principal at
current rate for 30 days.)*

TOTAL DUE:

Dear _____:

On **(Date)** we wrote to you explaining that an overpayment of \$_____ was made in our check dated _____ covering services you provided **(Beneficiary)**. A copy of that letter is enclosed. If you have not already read our initial letter, please read it carefully. It contains important information about your rights.

You were requested to refund the overpayment within 30 days. That period has elapsed and we have had no response from you. As we advised you in our first letter, interest charges will accrue from the date of that letter.

The Debt Collection Act of 1982, authorizes the Federal government to disclose delinquent account information to consumer reporting agencies. Such a report could adversely affect your ability to obtain future credit. The information identifying you as shown in this letter; i.e., name, address, and Taxpayer's Identification Number or Social Security Number, the amount, status, and history of the claim, and the name of the federal agency and/or program to which the debt is owed, may be referred to consumer reporting agencies 60 calendar days from the date of this letter if the debt remains outstanding and you have made no arrangements for repayment.

If you are unable to refund the full amount in one payment, you may be afforded an opportunity to enter into a written agreement for repayment of the debt. Any payment plan will include an interest charge of (enter the rate of the current value of funds to the United States Treasury) percent per year.

(If debtor is not the sponsor, and debtor's Taxpayer's Identification Number or Social Security Number is not otherwise available, add the following paragraph.)

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FIGURE A-7 *SAMPLE FOLLOW-UP LETTER TO PROVIDER (ACCOUNT BALANCE LESS THAN \$600)
IF NO RESPONSE TO REFUND REQUEST WITHIN 30 DAYS (NON-FINANCIALLY
UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

You are requested to furnish your Taxpayer's Identification Number (TIN) or Social Security Number (SSN) by completing the blanks below and returning this letter to our office. The Federal Claims Collection Act, the Debt Collection Act of 1982, Public Law 97-365, and the Federal Claims Collection Standards, 4 Code of Federal Regulations 101-105, provide authority for requesting this information. Your SSN will be used only in connection with actions involving the investigation, assertion, collection, compromise, waiver, and termination of the Government's claim against you. Disclosure of your SSN is voluntary; however, should this claim be referred to the Department of Justice for collection, disclosure may be obtained by legal methods.

Payment of the total amount shown above within 30 days is considered payment in full. To satisfy your debt immediately, send a check or money order for the total amount, made payable to **(TRICARE Contractor Name)** in the enclosed self-addressed envelope. If payment is not made within 30 days, interest and other late charges will continue to accrue. Failure to respond to this second request will result in forced collection by administrative offset against any future claims filed by you.

Sincerely,

(Signature)
(Title)

Enclosure
Initial demand letter
Self-addressed envelope

(Add the line below if debtor is not the sponsor, and the debtor's Social Security Number is unavailable. The paragraph above, which explains to the debtor how the Taxpayer's Identification Number or Social Security Number will be used, under what authority it is requested, and that disclosure is voluntary, must be included in the letter to the debtor.)

Taxpayer's Identification Number or Signature
Social Security Number

ADDENDUM A
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FIGURE A-8 *SAMPLE FOLLOW-UP LETTER TO PROVIDER (ACCOUNT BALANCE \$600 OR MORE)
IF NO RESPONSE TO REFUND REQUEST WITHIN 30 DAYS (NON-FINANCIALLY
UNDERWRITTEN FUNDS INVOLVED)*

NOTE: Use of this letter is mandatory unless an alternative has been approved by the Office of General Counsel, TMA.

(Addressee) _____
(Address)
(City, State, ZIP)

DATE: *(Enter date mailed.)*
TIN: *(Enter provider's taxpayer
identification number, if
known. If unknown, leave
blank.)*

PRINCIPAL:
INTEREST: *(Enter interest on principal at
current rate for 30 days.)*

TOTAL DUE:

Dear _____:

On **(Date)** we wrote to you explaining that an overpayment of \$_____ was made in our check dated _____ covering services you provided **(Beneficiary)**. A copy of that letter is enclosed. If you have not already read our initial letter, please read it carefully. It contains important information about your rights.

You were requested to refund the overpayment within 30 days. That period has elapsed and we have had no response from you. As we advised you in our first letter, interest charges will accrue from the date of that letter.

The Debt Collection Act of 1982, authorizes the Federal government to disclose delinquent account information to consumer reporting agencies. Such a report could adversely affect your ability to obtain future credit. The information identifying you as shown in this letter; i.e., name, address, and Taxpayer's Identification Number or Social Security Number, the amount, status, and history of the claim, and the name of the federal agency and/or program to which the debt is owed, may be referred to consumer reporting agencies 60 calendar days from the date of this letter if the debt remains outstanding and you have made no arrangements for repayment.

(If debtor is not the sponsor, and debtor's Taxpayer's Identification Number or Social Security Number is not otherwise available, add the following paragraph.)

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FIGURE A-8 *SAMPLE FOLLOW-UP LETTER TO PROVIDER (ACCOUNT BALANCE \$600 OR MORE)
IF NO RESPONSE TO REFUND REQUEST WITHIN 30 DAYS (NON-FINANCIALLY
UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

You are requested to furnish your Taxpayer's Identification Number (TIN) or Social Security Number (SSN) by completing the blanks below and returning this letter to our office. The Federal Claims Collection Act, the Debt Collection Act of 1990 Public Law 97-365, and the Federal Claims Collection Standards, 4 Code of Federal Regulations 101-105, provide authority for requesting this information. Your SSN will be used only in connection with actions involving the investigation, assertion, collection, compromise, waiver, and termination of the Government's claim against you. Disclosure of your SSN is voluntary; however, should this claim be referred to the Department of Justice for collection, disclosure may be obtained by legal methods.

Payment of the total amount shown above within 30 days is considered payment in full. To satisfy your debt immediately, send a check or money order for the total amount, made payable to **(TRICARE Contractor Name)** in the enclosed self-addressed envelope. If payment is not made within 30 days, interest and other late charges will continue to accrue.

If we do not hear from you, your file will be transferred to the TRICARE Management Activity - Aurora and involuntary collection action will be initiated. This may include administrative offset of other Federal funds owed you or a referral to the Department of Justice for appropriate legal action.

Sincerely,

(Signature)
(Title)

Enclosures:
Self-addressed envelope)
(Initial demand letter)

(Add the line below if debtor is not the sponsor, and the debtor's Taxpayer's Identification Number or Social Security Number is unavailable. The paragraph above, which explains to the debtor how the Social Security Number will be used, under what authority it is requested, and that disclosure is voluntary, must be included in the letter to the debtor.)

Taxpayer's Identification Number or Signature
Social Security Number

FIGURE A-9 *PROMISSORY NOTE IN REPAYMENT OF PRE-EXISTING DEBT (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

The note must be printed back to back.

1. **Obligation** - For value received, I (we, jointly and severally,) the maker(s), promise to pay to the order of **(Insert Name of Contractor)**, the principal sum of _____ dollars, with interest accruing from _____, 19__ at the rate of ____ percent per year. I (we) hereby acknowledge and admit the validity and amount of that preexisting debt which the principal sum stated in this note is intended to repay.

2. **Installments** - This note is to be paid in monthly installments payable at **(Insert Name and Address of Contractor)**, on or before the _____ day of the month) beginning on _____, 19__, and continuing until either the principal sum and all interest and other charges assessed under the provisions of this note have been fully paid, or this note is considered to be in default. The monthly installment amounts shall be not less than _____ dollars beginning on _____, and not less than _____ dollars beginning on _____.

3. **Administrative Charges** - Administrative charges to cover the costs incurred by the United States in handling and processing past due amounts will be assessed at the rate of \$5.00 for each payment more than 30 days past due; an additional \$12.00 for each payment more than 60 days past due; and an additional \$15.00 for each payment more than 90 days past due.

4. **Late Payment Penalties** - Late payment penalties will be assessed on any amounts more than 90 days past due, at the rate of six percent per year.

5. **Payment Crediting** - The payments that I (we) make under this note will be credited as of the date received by the **(TRICARE Contractor Name)**, first to outstanding penalties and administrative charges; second to accrued interest; and third to the outstanding principal sum. Any payments that I (we) made to the United States on this debt during the period from the date from which interest accrues under this note (as specified in paragraph 1) until the effective date of this note (as specified in [paragraph 10](#).) shall be applied to the principal sum, interest, and other charges accruing under this note in accordance with the provisions of this paragraph.

6. **Default, Acceleration, and Other Remedies** - If any installment shall remain unpaid for a period of 30 days or more, this note shall at the option of the United States be considered to be in default. In the event of default, the full amount of the principal sum, together with any accrued interest and other charges assessed under this note, less any payments actually received by the United States from me (us), shall be due and payable in full immediately, without the need for further demands or notices to me (us). Furthermore, in that event, the United States may exercise any collection options legally available to it, including but not limited to, taking administrative offset, filing adverse credit reports to local and national credit bureaus, and referring my (our) account for legal action.

7. **Default Costs and Fees** - In the event of default, I (we) agree to pay all reasonable collection costs, court costs, and attorney's fees incurred by the United States as a result of the default and any appropriate collection actions taken by the United States.

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FIGURE A-9 *PROMISSORY NOTE IN REPAYMENT OF PRE-EXISTING DEBT (NON-FINANCIALLY
UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

8. **Controlling Law** - Except where controlled by Federal Law, all disputes concerning this note shall be controlled by the law of the jurisdiction in which I (we) reside at the time this note is signed.

9. **Changes** - The provisions of this note may not be changed except by a written agreement which specifies the agreed upon changes and which is signed by both me (us) and an authorized representative of the United States.

10. **Legal Effect** - This note shall not be legally binding upon me (us) or the United States until it has been first signed by me (us).

11. **Signatures and Certification** - I (we), the maker(s) of this note, do hereby certify that I (we) have read and understood the terms of this note, and that all blank spaces above my (our) signature(s) in this note were filled in when I (we) signed it.

SIGNED:

Maker's signature Maker's name (printed) Maker's address

Date

Maker's signature Maker's name (printed) Maker's address

Date

Maker's signature Maker's name (printed) Maker's address

Date

ADDENDUM A
FIGURES

FIGURE A-10 COVER SHEET - CASE RECOUPMENT

ASAP Acct #: _____ Program Type (e.g., TFL or NAR): _____
Financially Underwritten/Non-Financially Underwritten (circle one) RCN or ICN:
Debtor's SSAN or TIN: _____
Debtor Code Is: (B)Beneficiary; (P)Provider; (S)Sponsor; (O)Other
Debtor's Relationship to Sponsor Code Is: (1)Self; (2)Spouse; (3)Natural/Adopted Child;
(4)Step-child; (5)Former Spouse; (6)Widow/Widower; (7)Other
Debtor's Last Name: _____ First: _____ Middle Initial: _____
Debtor's Address Line 1: _____
Debtor's Address Line 2: _____
Debtor's Address Line 3: _____
City: _____ State: _____ Zip Code: _____
Debtor's Telephone: _____ Ext.: _____
Contractor Number (Prime Contractor): _____, Region: _____
Date Of Initial Demand Letter: _____ Date Debt Discovered: _____
Reason For Overpayment: _____
(Numeric Entry)
Original Amount Of Debt: _____ Offset Status: _____
Sponsor's Last Name: _____ First: _____ Middle Initial: _____
Sponsor's Address Line 1: _____
Sponsor's Address Line 2: _____
Sponsor's Address Line 3: _____
City: _____ State: _____ Zip Code: _____
Sponsor's Telephone: _____ Ext: _____
Sponsor's SSAN: _____
Sponsor's Branch of Service Code Is: (1)Army; (2)Air Force; (3)Marine Corps; (4)Navy;
(5)Coast Guard; (6)Public Health Service; (7)National Oceanic & Atmospheric
Administration (NOAA)
Beneficiary's Last Name: _____ First: _____ Middle Initial: _____
Beneficiary's Relationship to Sponsor Code Is: (1)Self; (2)Spouse; (3)Child; (4)Other;
(5)Former Spouse
No. of Months Left Unpaid on Installment Agreement: _____
Date Last Installment Payment Received: _____
Scheduled Amount of Installment Payment: _____
Interest Rate: _____
Principal Balance Due: _____ Principal Paid to Date: _____
Interest Balance Due: _____ Interest Paid to Date: _____
Interest Paid YTD: _____
Due Date of Last Unpaid Installment Payment: _____

ADDENDUM A
FIGURES

FIGURE A-11 CODES TO BE USED WHEN COMPLETING THE COVER SHEETS (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)

<i>CODE</i>	<i>INCORRECT PAYMENT</i>
01	AUTHORIZATION/PREAUTH NEEDED
02	BENEFIT DETERMINATION WRONG/UNSUPPORTED
03	BILLED AMOUNT INCORRECT
04	COST-SHARE/DEDUCTIBLE ERROR
05	DEVELOPMENT CLAIMS DENIED PREMATURELY
06	DEVELOPMENT REQUIRED - NOT PERFORMED
07	DUPLICATE CLAIM PAID
08	ELIGIBILITY DETERMINATION - PATIENT
09	ELIGIBILITY DETERMINATION
10	MEDICAL EMERGENCY NOT SUBSTANTIATED
11	MEDICAL NECESSITY/REVIEW NOT EVIDENT
12	NONAVAILABILITY STATEMENT ERROR
13	OHI - GOV'T PAY MISCALCULATED
14	OHI PAYMENT NOT CALCULATED
15	PAYEE WRONG - SPONSOR/PATIENT
16	PAYEE WRONG - PROVIDER
17	PARTICIPATING/NON-PAR ERROR
18	PRICING INCORRECT
19	PROCEDURE CODE INCORRECT
20	SIGNATURE ERROR
21	TIMELY FILING ERROR
99	OTHER - SEE REMARKS

ADDENDUM A
FIGURES

FIGURE A-12 *DELINQUENCY NOTICE (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

(Addressee) _____
(Address)
(City, State, ZIP)

Account Receivable Number:

(Contractors may add any identifying information they deem necessary.)

Dear _____:

To date we have not received your payment for \$(***Enter Amount Past Due***). Our records indicate that your account is (***Enter Number***) days delinquent.

In order to bring your account current and to avoid additional interest charges, administrative and penalty fees, please forward your check or money order in the amount of \$(***Enter amount past due plus the amount of the next regular monthly installment***) immediately.

As you have been previously advised, information regarding your delinquent account will be referred to a consumer reporting agency if your payment is not received within 30 calendar days of the date of this notice.

Additionally, if no response is received within 30 days from the date of this notice, your debt will be referred to the Office of General Counsel, TMA. Involuntary collection action will be initiated against you. Your debt may be collected by administrative offset from other federal monies you may be owed. Offset may be taken against your salary or retired pay under the authority of 37 U.S.C. 1007(c), or your federal income tax refund pursuant to the Debt Collection Act of 1982 and the Deficit Reduction Act of 1984. Your debt may be referred to a collection agency for collection or to the Department of Justice for litigation. If a judgment is obtained against you, execution upon that judgment may result in garnishment of wages and/or seizure and subsequent sale of your assets.

Your prompt attention to this matter will be appreciated.

Sincerely,

(Signature)
(Title)

NOTE: These notices may be sent in duplicate, so that one copy may be returned with the debtor's next installment payment. Contractors who wish to vary the substance of the delinquency notice must contact the Chief, Recoupment Division, TMA, before doing so.

ADDENDUM A
FIGURES

FIGURE A-13 *SAMPLE FINAL DEMAND LETTER (ACCOUNT BALANCE \$600 OR MORE) IF NO RESPONSE TO REFUND REQUEST WITHIN 90 DAYS (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

NOTE: Use of this letter is mandatory unless an alternative has been approved by the Office of General Counsel, TMA.

(Addressee) _____
(Address)
(City, State, ZIP)

DATE: *(Enter date mailed.)*
TIN: *(If debtor is the sponsor, enter sponsor's SSN. If debtor is not the sponsor, enter debtor's SSN, if known; unknown leave blank.)*

PRINCIPAL:
INTEREST: *(Enter interest on principal at current rate for 90 days.)*

TOTAL DUE:

Dear _____:

On **(Date)** and **(Date)**, we wrote to you asking you to refund an erroneous payment. Enclosed are two copies of a Promissory Note providing for repayment of the debt in monthly installments of \$**(Enter a figure which will allow for repayment of the debt, with interest, within 2 years)**. Please sign and return one copy of the note; you will then be obligated to make monthly payments under the terms of the note.

Your first payment should be sent to arrive not later than **(Enter a date 30 days after the date of this final demand letter)**. Send your checks or money orders, made payable to **(TRICARE Contractor Name)**, directly to this address:

(Address of the Contractor)

As you have been previously advised, information regarding your delinquent account may be referred to a consumer reporting agency if the signed Promissory Note and your initial payment are not returned within 30 calendar days of the date of this letter. Additionally, your debt will be referred to the Office of General Counsel, TMA-Aurora. That office will initiate involuntary collection action against you. Your debt may be collected by administrative offset from other federal monies you may be owed. That may include offset against your salary or retired pay under the authority of 37 U.S.C. 1007(c), or your federal income tax refund pursuant to the Debt Collection Act of 1982 and the Deficit Reduction Act of 1984.

Your debt may be referred to a collection agency for collection or to the Department of Justice for litigation. If a judgment is obtained against you, execution upon that judgment may result in garnishment of wages and/or seizure and subsequent sale of your assets.

Sincerely,

(Signature)
(Title)

Enclosures:
Promissory Note

ADDENDUM A
FIGURES

FIGURE A-14 SAMPLE AMORTIZATION SCHEDULE

PRINCIPAL \$1000 AT 8% FOR 0 YEARS 24 MONTHS				
REGULAR PAYMENT = \$45.2243				
NUMBER	INTEREST	AMORTIZED	BALANCE	ACCUM. INT
1	\$ 6.67	\$ 38.5543	\$ 961.446	\$ 6.67
2	6.41	38.8143	922.631	13.08
3	6.15	39.0743	883.557	19.23
4	5.89	39.3343	844.223	25.12
5	5.63	39.5943	804.628	30.75
6	5.36	39.8643	764.764	36.11
7	5.10	40.1243	724.64	41.21
8	4.83	40.3943	684.245	46.04
9	4.56	40.6643	643.581	50.60
10	4.29	40.9343	602.647	54.89
11	4.02	41.2043	561.442	58.91
12	3.74	41.4843	519.958	62.65
YR. 1	\$62.65	\$480.042		
1	\$3.47	\$41.7543	\$478.204	\$66.12
2	3.19	42.0343	436.169	69.31
3	2.91	42.3143	393.855	72.22
4	2.63	42.5943	351.261	74.85
5	2.34	42.8843	308.376	77.19
6	2.06	43.1643	265.212	79.25
7	1.77	43.4543	221.758	81.02
8	1.48	43.7443	178.013	82.50
9	1.19	44.0343	133.979	83.69
10	0.89	44.3343	89.6448	84.58
11	0.60	44.6243	45.0205	85.18
12	0.30	45.0205	0.00	85.48
LAST PAYMENT = \$45.32				
YR. 2	\$22.83	\$519.958		
DIFFERENCE IN TOTAL INTEREST PAID IS DUE TO ROUNDING-OFF				

ADDENDUM A
FIGURES

FIGURE A-15 LETTER ESTABLISHING INSTALLMENT PAYMENT AGREEMENT WHEN THE DEBT DOES NOT EXCEED \$600.00 (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)

(Addressee) _____
(Address)
(City, State, ZIP)

RE:Sponsor SSN:
Patient:
Claim Number:
Accounts Receivable Number:

(Contractors may include whatever identifying information they deem necessary.)

Dear _____:

Since you indicated a desire to repay your debt of \$(***Enter Principal Amount of Debt***) in monthly installments, this office will accept monthly payments of \$_____. Interest will be assessed on the unpaid principal balance at the rate of (***Enter Current Interest Rate***) per year from (***Enter Date of Initial Demand Letter***).

Your first payment should be sent to arrive not later than (***Enter a date approximately one month from the date the debtor requested an installment agreement***). Send your checks or money orders, made payable to (***TRICARE Contractor Name***), directly to:

(Name and Address of Contractor)

Payments will be applied first to interest, and then to the outstanding principal balance. You will receive a payment acknowledgment following receipt of each installment. The acknowledgment will reflect the remaining balance and the amount of each installment that was applied to principal and to interest.

Since interest is calculated daily, prompt payment will reduce your total interest assessment. Delinquent accounts will be forwarded to the Office of General Counsel, TMA-Aurora, for involuntary collection action.

(Contractor's may request that the debtor include whatever information is necessary to assure proper credit is given. Alternatively, the debtor may be furnished payment coupons or each acknowledgment notice may be duplicated, so that one copy may be returned with the next installment payment. The debtor may be asked to return a copy of this letter with his/her first installment.)

Your cooperation in this matter is appreciated.

Sincerely,

(Signature)
(Title)

ADDENDUM A
FIGURES

FIGURE A-16 *LETTER TO BENEFICIARY WHOSE CLAIM WAS OFFSET AGAINST DEBT OWED BY
PARTICIPATING PROVIDER (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

(Addressee) _____
(Address)
(City, State, ZIP)

DATE: ***(Enter date mailed.)***
ICN:

Dear _____:

Enclosed is a copy of the Explanation of Benefits (EOB) for the above referenced claim number. You will note that the TRICARE allowable charge, reduced by your cost-share has been offset to collect a prior erroneous payment issued to the provider who elected to participate on your claim.

The EOB satisfies the TRICARE liability for your claim. Pursuant to 32 CFR 199, the participating provider has agreed to accept the TRICARE payment, together with your cost-share as payment in full. Any attempt by the provider of medical services to collect an amount in excess of the total of your cost-share, deductible, and any noncovered services would violate federal regulation and should be reported to this office.

Sincerely,

(Signature)
(Title)

Enclosure

FIGURE A-17 *SAMPLE CALCULATION AND APPLICATION OF INTEREST (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

Principal: \$1000.00

Interest Rate: 8%

Monthly Installment Amount: \$45.22

Initial Demand Letter Mailed: 01/05/2000

Debtor Requests Installment Repayment Agreement: 03/03/2000

Promissory Note Prepared by contractor on 03/05/2000; First Installment Due 04/05/2000 (or it may be 04/01/2000, if the contractor chooses to have all installment payments due on the first of each month). For purposes of this example, it is assumed that the due date is 04/05/2000.

1. Debtor's first payment of \$45.22 received 04/03/2000.

Interest on \$1000 from 01/05/2000 until 04/03/2000: Interest = Number of days since last computation of interest (or date interest began to accrue) x daily rate x principal balance.

88 days x .0002191 (1/365 x .08) x \$1000 = \$19.29

Monthly Installment Payment (\$45.22) less Interest (\$19.29) = \$25.93 (apply to principal balance). New principal balance is \$974.07. Payment acknowledgment notice issued. Next installment of \$45.22 is due 05/05/2000.

2. (Debtor's second payment of \$50.00 received 05/07/2000.)

Interest on \$974.07 from 04/03/2000 until 05/07/2000:

34 days x .0002191 (daily interest rate calculated above) x \$974.07 = \$7.26

Monthly Payment (\$50.00) less Interest (\$7.26) = \$42.74 (apply to principal balance). New principal balance is \$931.33. Payment acknowledgment notice issued. Debtor paid the 05/05/2000 installment, plus \$4.78 toward the 06/05/2000 installment.

3. Delinquency notice issued 07/10/2001 (35 days after due date).

Debtor's third payment of \$40.00 received 07/12/2001.

Interest on \$931.33 from 05/07/1990 until 07/12/2001:

66 days x .0002191 (daily interest rate) x \$931.33 = \$13.47

Monthly Payment (\$40.00) less Interest (\$13.47) = \$26.53 (apply to principal balance). New principal balance is \$904.80. Payment acknowledgment notice is issued. Debtor paid \$40.00 toward the 06/05/2000 installment. He owes 44 cents on the 06/05/2000 installment and \$45.22 on the 07/05/2000 installment. Debtor must be advised that in order to bring his account current, he must remit \$45.66 to cover the balance due on the June installment and the entire July installment. Since the account is not delinquent by two installments (\$45.22 x 2) the case is not referred to TMA.

FIGURE A-17 *SAMPLE CALCULATION AND APPLICATION OF INTEREST (NON-FINANCIALLY
UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

Commercial computer programs are available which will calculate interest daily on the unpaid principal balance in the manner reflected above. A variation of a few cents may be noted due to rounding.

ADDENDUM A
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FIGURE A-18 *SAMPLE PAYMENT ACKNOWLEDGMENT (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

Thank you for your installment payment in the amount of \$45.22, which was received April 3, 2000. This payment has been applied as follows toward repayment of your indebtedness to TRICARE:

INTEREST CHARGES:\$19.29

PRINCIPAL:\$25.93

YOUR REMAINING PRINCIPAL BALANCE IS:\$974.07

YOUR NEXT INSTALLMENT PAYMENT IS DUE 05/05/2000.

This information may be useful in the preparation of your income tax return.

These acknowledgments may be typed, or computer-generated. They should include the debtor's name and address and the contractor's account receivable number. They may be sent in duplicate, so that one copy may be returned with the debtor's next installment payment to assist the contractor in identification of the payment. The total interest paid for the calendar year may be added. Contractors who wish to vary the substance of the acknowledgment notice must contact the Chief, Recoupment Division, TMA, before doing so.)

ADDENDUM A
FIGURES

FIGURE A-19 LETTER ESTABLISHING INSTALLMENT REPAYMENT AGREEMENT WHEN DEBT EXCEEDS
\$600.00 (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)

(RE:Sponsor SSN:
Patient:
Claim Number
Accounts Receivable Number:

(Contractors may include whatever identifying information they deem necessary.)

Dear _____:

Since you indicated a desire to repay your debt in monthly installments, enclosed are two copies of a Promissory Note in the amount of \$(**Enter Principal Amount of Debt**) outlining your repayment schedule. The note requires payment of interest at (**Enter Current Interest Rate**) per year from (**Enter Date of Initial Demand Letter**) with monthly installments of \$_____.

Please sign and date the Promissory Note and return one copy to (**Address of Contractor**). Your first payment should be sent to arrive not later than (**Enter a date approximately one month from the date the debtor requested an installment agreement**). Send your checks or money orders, made payable to (**TRICARE Contractor Name**) directly to:

(Address Of Contractor)

Payments will be applied first to interest, and then to the outstanding principal balance. You will receive a payment acknowledgment following receipt of each installment. The acknowledgment will reflect the remaining balance and the amount of each installment that was applied to principal and to interest.

Since interest is calculated daily, prompt payment will reduce your total interest assessment and allow you to avoid additional late charges. Delinquent accounts will be forwarded to the Office of General Counsel, TMA, for involuntary collection action.

(Contractors may request that the debtor include whatever information is necessary to assure proper credit is given. Alternatively, the debtor may be furnished payment coupons or each acknowledgment notice may be duplicated, so that one copy may be returned with the next installment payment. The debtor may be asked to return a copy of this letter with his/her first installment.)

Your cooperation in this matter is appreciated.

Sincerely,

(Signature)
(Title)

Enclosure

ADDENDUM A
FIGURES

FIGURE A-20 LETTER ADVISING DEBTOR THAT HIS ACCOUNT HAS BEEN REFERRED TO TMA
(NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)

(Addressee) _____
(Address)
(City, State, ZIP)

Accounts Receivable Number:

(Contractors may include whatever identifying information they deem necessary.)

Dear _____:

Because (indicate the reason for account referral to TMA, i.e., two full installment payments are past due on your account, your account is delinquent, etc.), your debt has been referred to TMA for involuntary collection action. All future payments should be sent to the following address:

Finance and Accounting Office
TMA
16401 East Centretech Parkway
Aurora, CO 80011-9066

Correspondence regarding your debt should be sent to the following address:

Recoupment Division
Office of General Counsel
TMA
16401 East Centretech Parkway
Aurora, CO 80011-9066

Sincerely,

(Signature)
(Title)

FIGURE A-21 *PROVIDER'S POWER OF ATTORNEY AND AGREEMENT (NON-FINANCIALLY
UNDERWRITTEN FUNDS INVOLVED)*

WHEREAS the undersigned has filed claims as a participating provider under TRICARE on behalf of a TRICARE beneficiary, ***(Enter Name Of Beneficiary), (Sponsor's Name, Sponsor's SSN)*** who is entitled to benefits of TRICARE under applicable provisions of law and regulation and,

WHEREAS the TRICARE program is by law a secondary payor to all other insurance, medical insurance or health plans, to the extent that a particular service or supply is a benefit under such other plans and,

WHEREAS the TRICARE beneficiary is a beneficiary of another medical benefits plan provided through ***(Enter Name Of Primary Insurer)*** which has ceased honoring claims pursuant to ***(Enter Reason, i.e. Filing Petition In Bankruptcy, Having Been Placed In Receivership)***.

NOW THEREFORE, in consideration of TRICARE assuming a first-payor status on claims submitted on behalf of the above-named TRICARE beneficiary, the undersigned provider hereby assigns to the United States of America to the extent hereinafter indicated, all claims, demands, entitlements, judgments, administrative awards, and the proceeds thereof, and all causes of action which have been assigned by the beneficiary to the undersigned, and which the beneficiary may assign hereafter to the undersigned, by reason of any liability of third parties entitling the beneficiary to hospital care, or medical or surgical treatment, or to reimbursement for all or part of the cost of any such; or recovery of damages for all or part thereof:

(a) based on contract, partially enumerated here as (1) membership in a union, fraternal or other organization; (2) rights under a group hospitalization plan or under any insurance, contract or plan which provides for payment or reimbursement for the cost of medical or hospital care, including "no fault" automobile insurance,

(b) based on statute, State or Federal (other than P.L. 87-693, Stat. 593), and regulations promulgated pursuant thereto, partially enumerated here as (1) "worker's compensation" statutes; (2) "employer's liability" statutes; (3) right to "maintenance and cure" in admiralty.

The extent of this assignment is an amount equal to the total reasonable charges for hospital care, medical, surgical and clinical treatment, or any of them, including ambulance transportation and other auxiliary services provided the beneficiary by the undersigned. This assignment does not include any sums to which the undersigned is entitled on a fixed basis which do not depend upon the amount incurred or disbursed by the beneficiary for such care; (sometimes referred to in the insurance business as a right to indemnity).

The various provisions of this assignment are separable. The execution hereof is without prejudice to any lien in favor of the undersigned, on any such money, and any judgment, which the undersigned recovers, or is or becomes entitled to recover, which lien arises by virtue of statute, or of contract, including this contract, (which shall be construed as granting such a lien, and not as an election of waiver thereof); and the undersigned further agrees that any such rights are and shall be for the benefit of said United States of America to the extent of the reasonable charges for the care furnished the above-named beneficiary.

ADDENDUM A
FIGURES

FIGURE A-21 *PROVIDER'S POWER OF ATTORNEY AND AGREEMENT (NON-FINANCIALLY
UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

The undersigned participating provider hereby irrevocably appoints the United States of America to do all acts, matters and things deemed necessary or desirable by it with full power and authority in the name of the undersigned provider, but at the cost, risk and charge, and for the sole benefit of said United States of America to sue for, or compromise, and to recover and receive all or part of the amount hereby assigned; and irrespective of assignment, to collect and disburse such funds in behalf of the undersigned; and to give releases for the same.

The POWER OF ATTORNEY AND AGREEMENT shall remain in effect until such time as the beneficiary is again fully covered by other insurance and any claims outstanding with ***(Enter Name Of Primary Insurer)*** have been fully resolved and settled or until voluntarily terminated by the United States of America.

DATED this _____ day of _____, 19__.

(Name of Participating Provider)

(Signature of Provider or Authorized Agent)

Witness: _____
(Provider's Identification Number)

ADDENDUM A
FIGURES

FIGURE A-22 *SAMPLE LETTER TO PROVIDER (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

(Enter Name And Address Of Provider)

Patient: _____
Sponsor: _____
Sponsor's SSN: _____

Dear _____:

Enclosed is a Power of Attorney and Agreement. Federal statute makes TRICARE secondary payor to all other forms of health insurance. However, because ***(Enter Name Of TRICARE Beneficiary's Primary Health Insurer), (Enter Name of Primary Insurer)***, has filed a petition in bankruptcy (or has been placed in receivership), this office can process your claim for care provided to ***(Enter Name of TRICARE Beneficiary, Sponsor's Name, Sponsor's SSN)*** as primary payor only if you sign and return the enclosed form.

Please return the signed Power of Attorney and Agreement in the enclosed, self-addressed envelope. If the signed Power of Attorney and Agreement is not returned to this office within 10 days, your claim will be denied.

(If the contractor does not have documentation to prove that a claim was filed with the primary insurer or that a proof of claim was filed with the bankruptcy court, use the following paragraph.)

Please provide proof that you have filed a claim with the primary insurer or the bankruptcy court to obtain benefits from the primary insurance for the services in question.

Sincerely,

(Signature)

Enclosure

cc:

(Enter Name and Address Of Beneficiary)

FIGURE A-23 *BENEFICIARY'S POWER OF ATTORNEY AND AGREEMENT (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)*

WHEREAS the undersigned is a TRICARE beneficiary (***Sponsor's Name, Sponsor's SSN***) entitled to benefits of TRICARE under applicable provisions of law and regulation and,

WHEREAS the TRICARE program is by law a secondary payor to all other insurance, medical insurance or health plans, to the extent that a particular service or supply is a benefit under such other plans and,

WHEREAS, the undersigned is a beneficiary of another medical benefits plan provided through (***Enter Name Of Primary Insurer***), which has ceased honoring claims pursuant to (***Enter Reason, i.e., filing a petition in bankruptcy, having been placed in receivership***).

NOW THEREFORE, in consideration of TRICARE assuming a first-payor status on claims submitted by me, I hereby assign to the United States of America to the extent hereinafter indicated, all claims, demands, entitlements, judgments, administrative awards, and the proceeds thereof, and all causes of action which I now have, and which I may have hereafter, by reason of any liability of third parties entitling me to hospital care, or medical or surgical treatment, or to reimbursement for all or part of the cost of any such; or recovery of damages for all or part thereof:

(a) based on contract, partially enumerated here as (1) membership in a union, fraternal or other organization; (2) rights under a group hospitalization plan or under any insurance, contract or plan which provides for payment or reimbursement for the cost of medical or hospital care, including "no fault" automobile insurance.

(b) based on statute, State or Federal (other than P.L. 87-693, 76 Stat. 593), and regulations promulgated pursuant thereto, partially enumerated here as (1) "worker's compensation" statutes; (2) "employer's liability" statutes; (3) right to "maintenance and cure" in admiralty.

The extent of this assignment is an amount equal to the total reasonable charges for hospital care, medical, surgical and clinical treatment, or any of them, including ambulance transportation and other auxiliary services received by me. This assignment does not include any sums to which I am entitled on a fixed basis which do not depend upon the amount incurred or disbursed by me for such care; (sometimes referred to in the insurance business as a right to indemnity).

The various provisions of this assignment are separable. The execution hereof is without prejudice to any lien in favor of the party providing me hospital or other care, on any such money, and any judgement, which I recover, or am or become entitled to recover, which lien arises by virtue of statute, or of contract, including this contract, (which shall be construed as granting such a lien, and not as an election of waiver thereof); and I further agree that any such rights of mine are and shall be for the benefit of said United States of America to the extent of the reasonable charges for the care furnished me.

FIGURE A-23 *BENEFICIARY'S POWER OF ATTORNEY AND AGREEMENT (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED) (CONTINUED)*

I hereby irrevocably appoint the United States of America to do all acts, matters and things deemed necessary or desirable by it with full power and authority in my name, but at the cost, risk and charge, and for the sole benefit of said United States of America to sue for, or compromise, and to recover and receive all or part of the amount hereby assigned; and irrespective of assignment, to collect and disburse such funds in my behalf; and to give releases for the same; but no such action shall limit or prejudice my right to recover for my own benefits all sums in excess of those amounts representing said reasonable charges for aid, care and treatment, or other sums to which I may be entitled.

I hereby authorize the United States of America to disclose to said insurer, or other party against whom liability is asserted, or his or their attorneys, such information concerning me as the responsible representatives of the United States of America consider appropriate in connection with the subject matter hereof.

This POWER OF ATTORNEY AND AGREEMENT shall remain in effect until such time as I am again fully covered by other insurance and any claims outstanding with ***(Enter Name Of Primary Insurer)*** have been fully resolved and settled or until voluntarily terminated by the United States of America.

DATED this _____ day of _____, 19__.

(Signature of Beneficiary)

Witness: _____
(Beneficiary's SSN)

FIGURE A-24 *SAMPLE LETTER TO BENEFICIARY (NON-FINANCIALY UNDERWRITTEN FUNDS INVOLVED)*

(Enter Name And Address Of Beneficiary)

Patient: _____
Sponsor: _____
Sponsor's SSN: _____

Dear _____:

Enclosed is a Power of Attorney and Agreement. Federal statute makes TRICARE secondary payor to all other forms of health insurance. However, because your primary health insurer, ***(Enter Name Of Primary Insurer)***, has filed a petition in bankruptcy, this office can process your claim for care provided to ***(Enter Name Of TRICARE Beneficiary, Sponsor's Name, Sponsor's SSN)*** as primary payor only if you sign and return the enclosed form.

Please return the signed Power of Attorney and Agreement in the enclosed, self-addressed envelope. If the signed Power of Attorney and Agreement is not returned to this office within 10 days, your claim will be denied.

(If the contractor does not have documentation to prove that a claim was filed with the primary insurer or that a proof of claim was filed with the bankruptcy court, use the following paragraph.)

Please provide proof that you have filed a claim with the primary insurer or the bankruptcy court to obtain benefits from the primary insurance for the services in question.

Sincerely,

(Signature)

Enclosure

FIGURE A-25 BIENNIAL REPORT OF CLAIMS PAID BY TRICARE AS PRIMARY INSURER DUE TO OHI BANKRUPTCY/INSOLVENCY

[illegible]

FIGURE A-26 PROVIDER BANKRUPTCY WORKSHEET

CLAIMS PENDED FOR PROVIDER BANKRUPTCY

Provider,	
,	
,	
Provider Number	
Provider TIN	
Number of Claims Suspended	
Value	
Comments	

ADDENDUM A
FIGURES

FIGURE A-27 REFERRAL TO RECOUPMENT DIVISION, TMA (USE OF THIS FORM IS NOT
MANDATORY)

COLLECTIONS MADE BY OFFSET/REFUND

PRIME CONTRACTOR NUMBER: _____ **DATE OF REPORT:**

NAME OF PERSON COMPLETING THIS FORM:

DEBTOR NAME:

DEBTOR SSN OR TIN:

SPONSOR NAME: _____

DATE REFERRED TO TMA:

ORIGINAL AMOUNT OF DEBT: _____

BALANCE OF TIME OF REFERRAL: _____

CURRENT PAYMENT INFORMATION

—
DATE: _____ **AMOUNT OF PAYMENT ON CLAIM:**

\$ _____

—
PAYMENT HAS BEEN RECEIVED THROUGH: OFFSET _____

REFUND _____

—
EXPLANATION:

ADDENDUM A
FIGURES

FIGURE A-28 FINANCIAL STATEMENT OF DEBTOR

U.S. Department of Justice

Financial Statement of Debtor
(Submitted for Government Action on
Claims Due the United States)

(NOTE: Use additional sheets where space on this form is insufficient or
continue on reverse side of pages.

Authority for the solicitation of the requested information is one or more of the following: 5 U.S.C. 301, 901 (see Note, Executive Order 6166, June 10, 1933); 28 U.S.C. 501, *et seq.*; U.S. 31 U.S.C. 951, *et seq.*; 44 U.S.C. 3101; 4 CFR 101, *et seq.*; 28 CFR 0.160, 0.171 and Appendix to Subpart Y.

The principal purpose for gathering this information is to evaluate your capacity to pay the Government's claim or judgement against you. Routine uses of the information are established in the following U.S. Department of Justice Case File Systems published in Vol. 42 of the Federal Register: Justice/CIV-001 at page 53321; Justice/TAX-001 at page 15347; Justice/USA-005 at pages 53406-53407; Justice/USA-007 at pages 53408-53410, Justice/CRIM-016 at page 12774. Disclosure of the information is voluntary. If the requested information is not furnished, the U.S. Department of Justice has the right to such disclosure of the information by legal methods.

Your Social Security account number is helpful for identification, but you are not required to indicate it if you do not desire to do so.

1. Name (<i>debtor</i>)	2. Birth Date (<i>mo, day, yr.</i>)	3. Social Security No.
4. Home Address	5. Phone No.	
6. Name of Spouse (<i>give address if different from yours</i>)		7. Date of Birth (<i>mo, day, year</i>)

Debtor Employment Data

8. Occupation	9. How Long in Present Employment?		
10. Present Employer's Name	Address	Phone No.	
11. Other Employment - Within Last Three Years			
Employer's Name	Address	Phone No.	Employment Dates
12. Present Monthly Income			
Salary or Wages \$ _____ Commissions \$ _____ Other (<i>state source</i>) \$ _____ Total \$ _____			

Spouse's Employment Data

13. Occupation	14. How Long in Present Employment		
15. Spouse's Present Employer's Name	Address	Phone No.	
16. Other Employment - Within Last Three Years			
Employer's Name	Address	Phone No.	Employment Dates
17. Present Monthly Income			
Salary or Wages \$ _____ Commissions \$ _____ Other (<i>state source</i>) \$ _____ Total \$ _____			

Dependents

18. Total Number	Relationship	Age	Relationship	Age	Relationship	Age	19. Total Monthly Income of Dependents (<i>except spouse</i>) \$ _____

ADDENDUM A
FIGURES

FIGURE A-28 FINANCIAL STATEMENT OF DEBTOR (CONTINUED)

FORM OBD-500
SEP. 82
(PG. 1 OF 4)

Financial Data			
20. For What Period Did You Last File a Federal Income Tax Return	21. Where Filed		22. Amount of Gross Income Reported
23. Fixed Monthly Expenses			
Rent	Food	Utilities	Interest
Debt Repayments <i>(Including installments)</i>	Other <i>(specify)</i>		
Total Fixed Monthly Charges			
24. Loans Payable			
Owed To	Purpose & Date of Loan	Original Amount	Present Balance
25. Assets and Liabilities			
Assets		Liabilities	
	<i>(Fair market value)</i>		
Cash	\$ _____	Bills Owed <i>(grocery, doctor, lawyer, etc.)</i>	\$ _____
Checking Accounts <i>(show location)</i>	_____	Installment Debt <i>(car, furniture, clothing, etc.)</i>	_____
_____	_____	Taxes Owed	_____
Savings Accounts <i>(show location)</i>	_____	Income	_____
_____	_____	Other <i>(itemize)</i>	_____
_____	_____	_____	_____
Motor Vehicles	_____	Loans Payable <i>(to banks, finance Co. etc.)</i>	_____
Year Make/License No.	_____	Judgments You Owe	_____
_____	_____	Real Estate Mortgages	_____
Debts Owed to You <i>(give name of debtor)</i>	_____	Other Debts <i>(itemize)</i>	_____
_____	_____	_____	_____
Judgments Owed to You	_____	_____	_____
_____	_____	_____	_____
Stocks, Bonds and Other Securities <i>(itemize)</i>	_____	_____	_____
_____	_____		
_____	_____		
_____	_____		
Household Furniture and Goods	_____		
Items Used In Trade or Business	_____		
Other Personal Property <i>(itemize)</i>	_____		
_____	_____		
_____	_____		
Real Estate	_____		
_____	_____		
_____	_____		
Total Assets	\$ _____	Total Liabilities	\$ _____

ADDENDUM A
FIGURES

FIGURE A-28 FINANCIAL STATEMENT OF DEBTOR (CONTINUED)

(PG. 2 OF 4)

26. Real Estate Owned				
Address	How Owned (<i>jointly, individually, etc.</i>)	Date Acquired	Cost	Unpaid Amount of Mortgage

27. Real Estate Being Purchased Under Contract			
Address			Name of Seller
Contract Price	Principal Amount Still Owning	Next Cash Payment Due (<i>date</i>)	Amount (<i>of next payment due</i>)

28. Life Insurance Policies			
Company	Face Amount	Cash Surrender Value	Outstanding Loans

29. all Real and Personal Property Owned by Spouse and Dependents Valued in Excess of \$200 (*List each item separately*)

30. All Transfers of Property Including Cash (*by loan, gift, sale, etc.*) That You Have Made Within the Last Three Years (*items of \$300 or over*)

Date	Amount	Property Transferred	To Whom

31. Are You a Party In Any Law Suit Now Pending? ☐ Yes, Give Details Below ☐ No

32. Are You a Trustee, Executor, or Administrator? ☐ Yes, Give Details Below ☐ No

33. Is Anyone Holding any Moneys on Your Behalf? ☐ Yes, Give Details Below ☐ No

ADDENDUM A
FIGURES

FIGURE A-28 FINANCIAL STATEMENT OF DEBTOR (CONTINUED)

(PG. 3 OF 4)

34. Is There Any Likelihood You Will Receive an Inheritance?

☐ Yes, From Whom

☐ No

35. Do You Receive, or Under any Circumstances, Expect to Receive Benefits, From any Established Trust, From a Claim for Compensation or Damages, or From a Contingent or Future Interest In Property of any Kind?

☐ Yes, Explain Below

☐ No

With knowledge of the penalties for false statements provided by 18 United States Code 1001 (\$10,000 fine and/or five years imprisonment) and with knowledge that this financial statement is submitted by me to affect action by the U.S. Department of Justice, I certify that I believe the above statement is true and that it is a complete statement of all my income and assets, real and personal, whether held in my name or by any other.

Date

Signature

(PG. 4 OF 4)

ADDENDUM A
FIGURES

FIGURE A-29 FINANCIAL AFFIDAVIT TRANSMITTAL LETTER (NON-FINANCIALLY UNDERWRITTEN FUNDS INVOLVED)

(Addressee) _____
(Address)
(City, State, ZIP)

RE: Sponsor SSN:
Patient:
Claim Number
Accounts Receivable Number:

(Contractors may include whatever identifying information they deem necessary.)

Dear _____:

Since you indicated that repayment of your debt to TRICARE in the amount of \$_____ would result in a financial hardship for you, enclosed for your use is a Financial Statement of Debtor. Please complete the form and return it to this office in the enclosed, self-addressed envelope. The completed financial statement will then be referred to the Office of General Counsel, TMA, for consideration of your request for relief from indebtedness. That office will respond directly to you.

If you do not complete and return the financial statement within 30 days from the date of this letter, involuntary collection action will be taken against you.

Sincerely,

(Signature)
(Title)

Enclosures:
Financial Statement of Debtor
Self-addressed envelope

CLAIMS ADJUSTMENTS AND RECOUPMENTS

ADDENDUM B

LISTING OF GOVERNMENT CLAIMS OFFICES

1.0. *UNIFORMED SERVICES*

The Uniformed Services and the Department of Health and Human Services have designated the following offices to receive injury claim (diagnoses codes 800-999) and Personal Injury Statements (DD Forms 2527) for possible recovery under the Federal Medical Recovery Act. The appropriate claims office is selected based upon the sponsor's branch of service and the state in which the accident occurred. Usually, that is the state in which care was provided; if the DD 2527 does not clearly state the location of the accident, the contractor shall assume that the accident occurred in the state in which medical care was received. Jurisdiction for overseas claims is set forth in [paragraph 2.0](#) of this Addendum.

<i>ALABAMA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Aviation Center and Fort Rucker Attn: ATZQ JA CL Novosel Street, Building 5700 Fort Rucker, AL 36362-5026	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
42nd ABW/JA 50 LeMay Plaza South Maxwell AFB, AL 36112-6334	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
101 Marietta Tower Room 521 Atlanta, GA 30323	

<i>ALASKA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate US Army Alaska Fort Wainwright Law Center Attn: APVR WJA CL Claims 1060 Gaffney Road No. 5700, Bldg 1562 Fort Wainwright, AK 99703-5700	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>ALASKA (CONTINUED)</i>	
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
3 WG/JA 8517 20th Street, Suite 330 Elmendorf AFB, AK 99506-2470	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Blanchard Plaza Building, Suite 702 2201 Sixth Avenue, RX-10 Seattle, WA 98121	
<i>ARIZONA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Commander US Army Intelligence Center & Fort Huachuca ATTN: ATZS-JAC Building 51102, Hatfield Street Fort Huachuca, AZ 85613-6000	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
355 WG/JA 5275 East Granite St. Davis-Monthan AFB, AZ 85707-3845	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Federal Office Building Room 420 50 United Nations Plaza San Francisco, CA 94102	
<i>ARKANSAS</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Field Artillery Center and Fort Sill Attn: ATZR J Post Claims Currie Road, Building 2595 Fort Sill, OK 73503-5100	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
314 AW/JA 1250 Thomas Avenue, Suite 222 Little Rock AFB, AR 72099-4940	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

ARKANSAS (CONTINUED)	
DEPARTMENT OF HEALTH AND HUMAN SERVICES:	
1200 Main Tower Building Room 1330 Dallas, TX 75202	
CALIFORNIA	
ARMY:	NAVY AND MARINE CORPS:
Office of the Staff Judge Advocate Defense Language Institute Foreign Language Center and Presidio of Monterey Attn: ATZW JA LC A 1336 Plummer St., Bldg. 275, Room 207 Monterey, CA 93944-3327	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187
AIR FORCE:	COAST GUARD:
Northern Section: 60 AMW/JA 510 Mulheron Street Travis AFB, CA 94535-2406 Southern Section: SMC/JA 2420 Vela Way, Suite 1467 El Segundo, CA 90245-5500	Commandant (G-WRP-4) US Coast Guard Headquarters 2100 2nd Street S.W., Room 5502 Washington, DC 20593
DEPARTMENT OF HEALTH AND HUMAN SERVICES:	
Federal Office Building Room 420 50 United Nations Plaza San Francisco, CA 94102	
COLORADO	
ARMY:	NAVY AND MARINE CORPS:
Office of the Staff Judge Advocate US Army Fort Carson Attn: AFZC JA C 5930 Woodfill Road, Building 6285 Fort Carson, CO 80913-4309	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187
AIR FORCE:	COAST GUARD:
10 ABW/JA 8034 Edgerton Drive, Suite 237 USAF Academy, CO 80840-2230	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>COLORADO (CONTINUED)</i>	
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Federal Building 1961 Stout Street, Room 327 Denver, CO 80294	
<i>CONNECTICUT</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate United States Military Academy Attn: MAJA CLM 606 West Point West Point, NY 10996-1781	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
HQ ESC/JA 35 Hamilton Hanscom AFB, MA 01731-2010	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
John F. Kennedy Federal Building Room 2250 Government Center Boston, MA 02203	
<i>DELAWARE</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Soldier and Biological Systems Command Office of the Staff Judge Advocate Attn: AMSTE-JA-L Claims 2201 Aberdeen Boulevard Aberdeen Proving Ground, MD 21005-5001	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
436 AW/JA 200 Eagle Way, Room 100 Dover AFB, DE 19902-7216	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Gateway Building 3535 Market Street, Room 9100 Philadelphia, PA 19104	

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>DISTRICT OF COLUMBIA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Center Judge Advocate North Atlantic Regional Medical Command and Walter Reed Army Medical Center Attn: MCHL JA 6825 16th St. NW, Bldg 1, Room D201 Washington, DC 20307-5001	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
(Includes Arlington and Fairfax counties, Virginia, and the cities of Alexandria, Fairfax and Falls Church, VA) 89 AW/JA 1535 Command Drive, Suite AA 210 Andrews AFB, MD 20762-7002 (The remainder of DC) 11th Wing JAD 20 McDill Blvd., Suite 330 Bolling AFB, DC 20332-0110	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Gateway Building 3535 Market Street, Room 9100 Philadelphia, PA 19104	
<i>FLORIDA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Command Judge Advocate Medical Recovery Winn Army Community Hospital Attn: MCUB CJA 1061 Harmon Ave., Suite 2111B Fort Stewart, GA 31314-5611	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
6 AMW/JAD 8208 Hangar Loop Drive MacDill AFB, FL 33621-5316	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
101 Marietta Tower Room 521 Atlanta, GA 30323	

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>GEORGIA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Recovery Judge Advocate US Army Infantry Ctr & Ft Benning ATTN: ATZB-JA-CL Bldg 5, Vibbert Avenue, Room 35 Fort Benning, GA 31905-5066	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
WR-ALC/JA 215 Page Road, Suite 186 Robins AFB, GA 31098-1662	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
101 Marietta Tower Room 521 Atlanta, GA 30323	
<i>HAWAII</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Center Judge Advocate Tripler Army Medical Center Attn: MCHK JA One Jarrett White Road, 1st Floor, Wing A Honolulu, HI 96859-5000	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
15 ABW/JA 120 Sixth Street, Bldg 502 Hickam AFB, HI 96853-5336	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Federal Office Building Room 420 50 United Nations Plaza San Francisco, CA 94102	
<i>IDAHO</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Madigan Army Medical Center Center Judge Advocate ATTN: Medical Claims, MCHJ-JA Tacoma, WA 98431-5000	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>IDAHO (CONTINUED)</i>	
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
366 FW/JA 366 Gunfighter Avenue, Suite 432 Mountain Home AFB, ID 83648-5297	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Blanchard Plaza Building, Suite 702 2201 Sixth Avenue, RX-10 Seattle, WA 98121	
<i>ILLINOIS</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate US Army Combined Arms Center and Fort Leavenworth Attn: ATZL SJA CS 415 Custer Avenue, Bldg 244, Room 102 Fort Leavenworth, KS 66027-2313	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
375 AW/JA 101 Heritage Drive, Suite 210 Scott AFB, IL 62225-5001	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Office of the General Counsel 105 W. Adams Street, 19th Floor Chicago, IL 60603	
<i>INDIANA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Armor Center and Fort Knox Attn: ATZK-JA C Third Avenue, Building 1310 Fort Knox, KY 40121-5000	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
375 AW/JA 101 Heritage Drive, Suite 210 Scott AFB, IL 62225-5001	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>INDIANA (CONTINUED)</i>	
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Office of the General Counsel 105 W. Adams Street, 19th Floor Chicago, IL 60603	
<i>IOWA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate US Army Combined Arms Center and Fort Leavenworth Attn: ATZL SJA CS 415 Custer Ave., Building 244, Room 102 Fort Leavenworth, KS 66027-2313	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
55 WG/JAD 711 Nelson Drive, Suite 310 Offutt AFB, NE 68113-2020	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
601 E 12th Street, Room 535 Kansas City, MO 64106	
<i>KANSAS</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters 1st Infantry Division Mechanized and Fort Riley Attn: AFZN JA CL Building 200 Patton Hall Fort Riley, KS 66442-5017	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
22 ARW/JA 53285 Pratt Court, Suite 109 McConnell AFB, KS 67221-3624	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
601 E 12th Street, Room 535 Kansas City, MO 64106	

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>KENTUCKY</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Armor Center and Fort Knox Attn: ATZK JA C Third Avenue, Building 1310 Fort Knox, KY 40121-5000	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
375 AW/JA 101 Heritage Drive, Suite 210 Scott AFB, IL 62225-5001	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
101 Marietta Tower Room 521 Atlanta, GA 30323	
<i>LOUISIANA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Joint Readiness Training Center and Fort Polk Claims Attn: AFZX JA C 7133 Radio Road Fort Polk, LA 71459	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
2 BW/JA Attention: Claims 334 Davis Avenue West, Suite 100 Barksdale AFB, LA 71110-2077	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
1200 Main Tower Building Room 1330 Dallas, TX 75202	

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

MAINE	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Garrison Fort Dix Attn: AFRC FA JAC 5418 Delaware Avenue Fort Dix, NJ 08640-5050	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
HQ ESC/JA 35 Hamilton Hanscom AFB, MA 01731-2010	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
John F. Kennedy Federal Building Room 2250 Government Center Boston, MA 02203	
MARYLAND	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Garrison Fort George G Meade Attn: ANME JA Claims Huber Road, Building 2257, STOP 5030 Fort George G Meade, MD 20755-5030	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
89 AW/JA 1535 Command Drive, Suite AA 210 Andrews AFB, MD 20762-7002	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Gateway Building 3535 Market Street, Room 9100 Philadelphia, PA 19104	
MASSACHUSETTS	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Garrison Fort Dix Attn: AFRC FA JAC 5418 Delaware Avenue Fort Dix, NJ 08640-5050	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>MASSACHUSETTS (CONTINUED)</i>	
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
HQ ESC/JA 25 Hamilton Hanscom AFB, MA 01731-2010	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
John F. Kennedy Federal Building Room 2250 Government Center Boston, MA 02203	
<i>MICHIGAN</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Armor Center and Fort Knox Attn: ATZK-JA C Third Avenue, Building 1310 Fort Knox, KY 40121-5000	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
375 AW/JA 101 Heritage Drive, Suite 210 Scott AFB, IL 62225-5001	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Office of the General Counsel 105 W. Adams Street, 19th Floor Chicago, IL 60603	
<i>MINNESOTA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate US Army Combined Arms Center and Fort Leavenworth Attn: ATZL SJA CS 415 Custer Avenue, Building 244, Room 102 Fort Leavenworth, KS 66027-2313	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
319 ARW/JAD 460 Steen Boulevard, Suite 201 Grand Forks AFB, ND 58205-6232	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>MINNESOTA (CONTINUED)</i>	
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Office of the General Counsel 105 W. Adams Street, 19th Floor Chicago, IL 60603	
<i>MISSISSIPPI</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Aviation Center and Fort Rucker Attn: ATZQ JA CL Novosel Street, Building 5700 Fort Rucker, AL 36362-5026	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
81 TRW/JAD 500 Fisher Street, Suite 227 Keesler AFB, MS 39534-2553	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
101 Marietta Tower Room 521 Atlanta, GA 30323	
<i>MISSOURI</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Commander USA Eng Ctr & Fort Leonard Wood ATTN: ATZT-JA-CL 1706 East Eighth Street, Bldg 1706 Fort Leonard Wood, MO 65473-5000	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
509 BW/JA 509 Spirit Boulevard, Suite 203 Whiteman AFB, MO 65305-5058	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
601 E 12th Street, Room 535 Kansas City, MO 64106	

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>MONTANA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Madigan Army Medical Center Center Judge Advocate ATTN: Medical Claims, MCHJ-JA Tacoma, WA 98431-5000	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
341 SW/JA 7218 Goddard Drivet, Room 5 Malmstrom AFB, MT 59402-6860	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Federal Building 1961 Stout Street, Room 327 Denver, CO 80294	
<i>NEBRASKA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters 1st Infantry Division Mechanized and Fort Riley Attn: AFZN JA CL Building 200, Patton Hall Fort Riley, KS 66442-5017	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
55 WG/JAD 711 Nelson Drive, Suite 310 Offutt AFB, NE 68113-2020	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
601 E 12th Street, Room 535 Kansas City, MO 64106	
<i>NEVADA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Defense Language Institute Foreign Language Center and Presidio of Monterey Attn: ATZW JA LC A 1336 Plummer Street, Bldg 275, Room 207 Monterey, CA 93944-3327	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>NEVADA (CONTINUED)</i>	
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
AWFC/JAD 4428 England Avenue Nellis AFB, NV 89191-6505	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Federal Office Building 50 United Nations Plaza, Room 420 San Francisco, CA 94102	
<i>NEW HAMPSHIRE</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Garrison Fort Dix Attn: AFRC FA JAC 5418 Delaware Avenue Fort Dix, NJ 08640-5050	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
HQ ESC/JA 35 Hamilton Hanscom AFB, MA 01731-2010	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
John F. Kennedy Federal Building Room 2250 Government Center Boston, MA 02203	
<i>NEW JERSEY</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Garrison Fort Dix Attn: AFRC FA JAC 5418 Delaware Avenue Fort Dix, NJ 08640-5050	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
305 AMW/JA 2901 Falcon Lane McGuire AFB, NJ 08641-5002	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

NEW JERSEY (CONTINUED)	
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Jacob K. Javits Federal Bldg Room 3908 26 Federal Plaza New York, NY 10278	
NEW MEXICO	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate US Army White Sands Missile Range Attn: STEWS JA Corzier Street, Building 146 White Sands Missile Range, NM 88002-5075	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
27 FW/JAD 101 S DL Ingram Blvd Cannon AFB, NM 88103-5219	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
1200 Main Tower Building Room 1330 Dallas, TX 75202	
NEW YORK	
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	<i>NAVY AND MARINE CORPS:</i>
JOoffice of the Staff Judge Advocate United States Military Academy Attn: MAJA CLM 606 West Point West Point, NY 10996-1781	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
AFRL/IFOJ 26 Electronic Parkway Rome, NY 13441-4514	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>ARMY:</i>	
Jacob K. Javits Federal Bldg Room 3908 26 Federal Plaza New York, NY 10278	

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>NORTH CAROLINA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters XVIII Airborne Corps and Fort Bragg Attn: AFZA JA B Macomb Street, Building 2-1133 Fort Bragg, NC 28307-5000	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
43 WG/JA 374 Maynard Street, Suite A Pope AFB, NC 28308-2381	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
101 Marietta Tower Room 521 Atlanta, GA 30323	
<i>NORTH DAKOTA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters 1st Infantry Division Mechanized and Fort Riley Attn: AFZN-JA-CL Bldg 200, Patton Hall Fort Riley, KS 66442-5017	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
5 BW/JA 300 Summit Drive, Suite 211 Minot AFB, ND 58705-5038	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Federal Office Building 1961 Stout Street, Room 327 Denver, CO 80294	

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>OHIO</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Armor Center and Fort Knox Attn: ATZK JA C Third Avenue, Building 1310 Fort Knox, KY 40121-5000	Naval Legal Service Office, Central Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
88 ABW/JA 5135 Pearson Road, Suite 2 Wright-Patterson AFB, OH 45433-5321	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Office of the General Counsel 105 W. Adams Street, 19th Floor Chicago, IL 60603	
<i>OKLAHOMA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Field Artillery Center & Fort Sill ATTN: ATZR-J Currie Road, Bldg 2595 Fort Sill, OK 73503-5100	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
OC-ALC/JA 7460 Arnold Street, SE WG Tinker AFB, OK 73145-9002	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
1200 Main Tower Building Room 1330 Dallas, TX 75202	
<i>OREGON</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Madigan Army Medical Center Center Judge Advocate ATTN: Medical Claims, MCHJ-JA Tacoma, WA 98431-5000	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>OREGON (CONTINUED)</i>	
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
92 ARW/JA 1 East Bong Street, Suite 103 Fairchild AFB, WA 99011-9464	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Blanchard Plaza, Suite 702 2201 Sixth Avenue, RX-10 Seattle, WA 98121	
<i>PENNSYLVANIA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Garrison Fort George G Meade Attn: ANME JA Claims Huber Road, Building 2257, Stop 5030 Fort George G Meade, MD 20755-5030	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
436 AW/JA 200 Eagle Way, Room 100 Dover AFB, DE 19902-7216	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Gateway Building 3535 Market Street, Room 9100 Philadelphia, PA 19104	
<i>PUERTO RICO</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army South USARSO Unit 7104 Attn: SOJA CS Affirmative Claims PO Box 34000 Fort Buchanan, PR 00934-3400	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
45 SW / JAD HR Claims 642 Omalley Road Patrick AFB, FL 32925	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>PUERTO RICO (CONTINUED)</i>	
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Jacob K. Javits Federal Bldg Room 3908 26 Federal Plaza New York, NY 10278	
<i>RHODE ISLAND</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Garrison Fort Dix Attn: AFRC FA JAC 5418 Delaware Avenue Fort Dix, NJ 08640-5050	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
HQ ESC/JA 35 Hamilton Hanscom AFB, MA 01731-2010	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
John F. Kennedy Federal Building Room 2250 Government Center Boston, MA 02203	
<i>SOUTH CAROLINA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Training Center and Fort Jackson Attn: ATZJ SJA CB 9475 Kershaw Road, Room 141 Fort Jackson, SC 29207-5000	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
20 FW/JA 504 Shaw Drive, Suite 2025 Shaw AFB, SC 29152-5028	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
101 Marietta Tower Room 521 Atlanta, GA 30323	

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>SOUTH DAKOTA</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters 1st Infantry Division Mechanized & Fort Riley Attn: AFZN-JA-CL Bldg 200, Patton Hall Fort Riley, KS 66442-5017	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
28 BW/JA 1000 Ellsworth Street, Suite 2700 Ellsworth AFB, SD 57706-4700	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Federal Building 1961 Stout Street, Room 327 Denver, CO 80294	
<i>TENNESSEE</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters 101st Airborne Division Air Assault and Fort Campbell Attn: AFZB JA CL 127 Forrest Road Fort Campbell, KY 42223-5208	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
AEDC/JA 100 Kindel Drive, Suite B327 Arnold AFB, TN 37389-2327	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
101 Marietta Tower Room 521 Atlanta, GA 30323	

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

TEXAS	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters III Corps and Fort Hood Attn: AFZF JA C Bldg 1001, Room 226, 2nd Floor East Wing 761st tank BN Avenue Fort Hood, TX 76544-5056	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	<i>COAST GUARD:</i>
1200 Main Tower Building Room 1330 Dallas, TX 75202	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>AIR FORCE:</i>	
37 TRW/JA 1701 Kenly Avenue, Suite 106 Lackland AFB, TX 78236-5103	7 WG/JA 466 5th Street, Suite 224 Dyess AFB, TX 79607-5020
<div>Zip Codes</div> <div> 76500 - 76599 78100 - 78199 76900 - 76999 78200 - 78299 77000 - 77099 78300 - 78399 77100 - 77199 78400 - 78499 77200 - 77299 78500 - 78599 77300 - 77399 78600 - 78699 77400 - 77499 78700 - 78799 77500 - 77599 78800 - 78899 77600 - 77699 78900 - 78999 77700 - 77799 79700 - 79799 77800 - 77899 79800 - 79899 77900 - 77999 79900 - 79999 78000 - 78099 </div>	<div>Zip Codes</div> <div> 75000 - 75099 75100 - 75999 76000 - 76499 76600 - 76899 79100 - 79699 </div>
UTAH	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate US Army Fort Carson Attn: AFZC JA C 5930 Woodfill Road, Building 6285 Fort Carson, CO 80913-4309	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

UTAH (CONTINUED)	
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
00-ALC/JA 6026 Cedar Lane Hill AFB, UT 84056-5812	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Federal Building 1961 Stout Street, Room 327 Denver, CO 80294	
VERMONT	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate Headquarters US Army Garrison Fort Dix Attn: AFRC FA JAC 5418 Delaware Avenue Fort Dix, NJ 08640-5050	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
AFRL/IFOJ 26 Electronic Parkway Rome, NY 13441-4514	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
John F. Kennedy Federal Building Room 2250 Government Center Boston, MA 02203	
VIRGINIA	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate US Army Combined Arms Support Command and Fort Lee Attn: ATCL JA CL 441 First Street Fort Lee, VA 23801-1507	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
1 FW/JA 33 Sweeney Blvd Langley AFB, VA 23665-2198	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

VIRGINIA (CONTINUED)	
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Gateway Building 3535 Market Street, Room 9100 Philadelphia, PA 19104	
WASHINGTON	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Madigan Army Medical Center Center Judge Advocate ATTN: Medical Claims, MCHJ-JA Tacoma, WA 98431-5000	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
92 ARW/JA 1 East Bong Street, Suite 103 Fairchild AFB, WA 99011-9464	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Blanchard Plaza Building, Suite 702 2201 Sixth Avenue, RX-10 Seattle, WA 98121	
WEST VIRGINIA	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate US Army Combined Arms Support Command and Fort Lee Attn: ATCL JA CL 441 First Street Fort Lee, VA 23801-1507	Naval Legal Service Office, Mid-Atlantic Claims Department 9620 Maryland Avenue, Suite 100 Norfolk, VA 23511-2989
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
89 AW/JA 1535 Command Drive, Suite AA 210A Andrews AFB, MD 20762-7002	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Gateway Building 3535 Market Street, Room 9100 Philadelphia, PA 19104	

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

<i>WISCONSIN</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate US Army Fort McCoy Attn: AFRZ FM JA East Headquarters Road, Building 100 Fort McCoy, WI 54656-5263	Naval Legal Service Office, Central Claims Department 206 South Avenue, Suite B Pensacola, FL 32508-5100
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
375 AW/JA 101 Heritage Drive, Suite 210 Scott AFB, IL 62225-5001	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Office of the General Counsel 105 W. Adams Street, 19th Floor Chicago, IL 60603	
<i>WYOMING</i>	
<i>ARMY:</i>	<i>NAVY AND MARINE CORPS:</i>
Office of the Staff Judge Advocate US Army Fort Carson Attn: AFZC JA C 5930 Woodfill Road, Building 6285 Fort Carson, CO 80913-4309	Naval Legal Service Office, Southwest Claims Department 3085 Dolphin Alley San Diego, CA 92136-5187
<i>AIR FORCE:</i>	<i>COAST GUARD:</i>
90 SW/JA 6307 Randall Avenue, Suite 209 F. E. Warren AFB, WY 82005-3207	Commandant (G-WRP-2) U.S. Coast Guard Headquarters 2100 Second Street, SW, Room 5502 Washington, DC 20593
<i>DEPARTMENT OF HEALTH AND HUMAN SERVICES:</i>	
Federal Building 1961 Stout Street, Room 327 Denver, CO 80294	

2.0. **TRICARE OVERSEAS CLAIMS**

Under authority of Department of Defense Directive 5515.8, responsibility for claims against the United States and claims for the United States in overseas areas is assigned to a single Military Department for each country. DD Forms 2527 and claims identified as appropriate for investigation of possible recovery under the Medical Care Recovery Act should be sent to the following claims offices including TRICARE EUROPE active duty member overseas claims:

- Services in Bermuda:

ADDENDUM B
LISTING OF GOVERNMENT CLAIMS OFFICES

Naval Legal Service Office, Mid-Atlantic
Claims Department
9620 Maryland Avenue, Suite 100
Norfolk, VA 23511-2989

- Services in Austria, Belgium, El Salvador, France, Federal Republic of Germany, Grenada, Honduras, Korea, Marshall Islands, and Switzerland:

Commander
US Army Claims Service, OTJAG
ATTN: JACS-TC
Bldg 4411, Room 201A
Llewellyn Avenue
Fort George G. Meade, MD 20755-5360

- Services in Bahrain, Iceland, Israel, Italy, Portugal, Tunisia, Greece, and Spain:

Office of the Judge Advocate General
Code 353
200 Stovell Street
Alexandria, VA 22332

- Services in all other countries not named above:

AFLSA/JAGC
112 Luke Avenue, Suite 343
Bolling AFB, DC 20332-8000